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ABSTRACT

This paper describes the process of using a chief school administrator as a board resource person in contract negotiations involving the wages, hours, and working conditions of teachers. It describes how an administrator in a Pennsylvania school district supported and advised the board negotiating team by compiling, analyzing, and evaluating relevant data and by preparing counter offers. The paper discusses needs assessment, objectives, role of the superintendent, and an analysis of data. A program evaluation completes the report along with the following recommendations: (1) the board should hire a professional negotiator, (2) efforts should continue to keep salary and fringe benefits within the capacity of the taxpayer, (3) no further erosion of management prerogatives should be allowed, (4) continued attempts should be made to protect the children of the school district from settlements that detract from their educational opportunities, and (5) teachers should be made more aware of the budget process. An extensive appendix containing materials that support the study follows. (Author/LD)

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A MODEL FOR THE IMPLEMENTATION OF A SUPERINTENDENT'S ROLE IN TEACHER NEGOTIATIONS

An Individual Practicum submitted in partial fulfillment of the requirements of the National Ed. D. Program for Educational Leaders, Nova University, Ft. Lauderdale, Florida.

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PREFACE

This writer wishes to express his deep admiration of the board he serves. Their honesty, dedication and service are constant sources of inspiration. Board members serve long hours beyond the view of the public. Unfortunately, the only time they seem to be noticed is when taxes are raised or a student is refused bussing because he lives within walking distance of the school he attends. The only compensation board members in this state receive is the knowledge that they are doing a public service consistent with their consciences. Their dedication in the face of a sometimes fickle public approaches sainthood.

This superintendent is especially indebted to Dr. Donald Lavely, Clarion Area Board President, for his conducting of negotiations and his timely advice. Mrs. Oleta Amsler, Vice President, took notes of every negotiations session. This work and her unswerving support were vital in the reconstruction of the events which are the heart of this report.

This report is dedicated to them and to all members of the Clarion Area Board of Education.

J.P.F.

CHAPTER I

BACKGROUND AND DEFINITION OF TERMS

BACKGROUND

The school district.

Clarion Area School District encompasses 72 square miles including the townships of Highland, Paint and Monroe in the Commonwealth of Pennsylvania. All townships are located in Clarion County. The Borough of Clarion is the county seat and the site of Clarion State College. Aside from the revenue the area derives from its association with the college, it is a choice resort area for hunting, camping and fishing. Strip mining coal and the production of glass containers are two of the principal industries in the area.

From this background come approximately 1220 students to the Boundary Elementary School and the Liberty Street Junior-Senior High School. A county vocational-technical school serves about thirty percent of the 300 senior high school students. Sixty percent of the students (9-12) are in college preparatory programs. The remaining students are enrolled in general and business courses. A professional staff of 66 teachers, a guidance counselor, and two health personnel serve the district along with an elementary school principal, a high school principal, an assistant high school principal and a superintendent.

The professional staff is the highest paid staff in Clarion County in terms of salary and benefits (see appendix A) and there has been little friction in previous negotiations between the board and its teachers. However, it is this writer's opinion that this peace has been bought at too high a price. Certain management prerogatives have been eroded and further attempts to encroach on managerial territory with resulting higher costs and lack of efficiency were made during the course of the 1978 negotiations. These encroachments are discussed later in this report in detail.

District revenue.

Taxpayers are no different in Clarion than elsewhere. They are averse to increases in taxes even though such increases may be inevitable. During the 1977-78 school year approximately $1,624,188 was raised through a variety of local taxes to support the school system. The Commonwealth of Pennsylvania contributed a total of $815,030. In July, 1977, a beginning cash balance of $243,870 made for an anticipated total of $2,683,088 needed to defray the estimated educational costs in the district. To maintain the same program with no additional increases in staff and materiel to the budget for the school year 1978-79, the Clarion Area School Board had to raise the millage 20% from 50 mills to 60 mills. This increase was effected even with a beginning balance of approximately $190,000, required a local effort totaling $2,061,507 and resulted in a total budget of $2,882,625 for the 1978-79 school year. This budget depends not only upon the gathering of real estate taxes but also upon the collection of wage taxes, occupational assessment, occupational privilege, real estate transfer and per capita taxes. Sixty percent of the increase (78-79 over 77-78) is attributable to improvements in teachers' wages and benefits. However, the overall increase was one of the smallest dollar increases in terms of budget dollars in recent years. Additional anticipated revenue from the Commonwealth raised the annual budget (1977-78) to $2,745,614. Thus, the increase in the 1978-79 school budget is 4.99%.

DEFINITION OF TERMS

Clarion Area Education Association (CAEA).

The Clarion Education Association is an affiliate of the Pennsylvania State and National Education Associations (PSEA, NEA). It is composed of 66 professionals embracing all certificated employees except for principals, assistant principals and the superintendent. It is the recognized bargaining agent for professional employees (excluding supervisors) and derives its bargaining rights from Act 195.

Act 195.

This act, signed into law on July 23, 1970, established the right of public employees in Pennsylvania to organize and bargain collectively through selected representatives. Additionally, it provides for impasse, grievance and arbitration procedures. Most importantly, it sanctions strikes as legal under limited conditions.

Hickman Commission.

This was a commission established by Governor Raymond Shaefer (R) in 1968 and headed by Leon F. Hickman of Alcoa to review the merits of public employee collective bargaining.

Pennsylvania School Boards Association (PSBA).

The Pennsylvania School Boards Association is a non-profit management-oriented group which counsels school boards across the Commonwealth of Pennsylvania. It provides many services to its constituents including conferences, workshops and publications. Most Pennsylvania school districts are members of this association.

Basic subsidy.

This is an amount of money the legislature allows for the education of each student in the Commonwealth. Prior to 1978, the basic subsidy was placed at $750 per Weighted Average Daily Membership (WADM).

Aid ratio.

Aid ratio is a decimal fraction assigned by the commonwealth to each school district to determine the amount of dollars a given school district will receive from the commonwealth. Prior to 1978, a school district was assigned one aid ratio figure which when used in conjunction with other variables determined how much money the commonwealth would provide to subsidize a school district in basic subsidy payments, transportation and rental (building construction) payments. The wealthier the district as ascertained by the State Tax Equalization Board (STEB), the lower its fraction, and, consequently, its state support. In such a case, a district has to raise more revenue from the local constituency to support the school system. In no case does a school system receive a fraction lower than .10.

Weighted Average Daily Membership (WADM).

The weighted average daily membership (WADM) is another variable used in arriving at the amount of commonwealth (state) support a district receives. The higher the WADM, the more the district receives from the state. Kindergarten students count for .5 if they attend school for only one-half day; elementary students are weighted at 1.0 and secondary students are weighted at 1.36 on the theory that it costs more to educate a secondary student. Students in grades 7-12 are considered secondary students.

Prior to Act 59, the reimbursable fraction (aid ratio), the basic subsidy figure and the WADM were the three factors which established how much a district would receive from the commonwealth in instructional support. An example follows:

Basic subsidy		aid ratio		WADM	State Payment
$750	x	.55	x	10,000	$4,125,000

Act 59.

This is a complicated law which addresses itself chiefly to providing state revenue for local districts by altering the manner in which districts are to be reimbursed. Briefly, it provides five levels of basic support tied to how much local tax effort is raised to fund a school system. The estimated levels of support for the 1978-79 school year are $1140, $1090, $1040, $990 and $940 per WADM respectively. The higher the local support as measured against the state median, the more a district will receive in correspondingly higher basic payments. However, since the commonwealth has placed a cap of $100,000,000 beyond which it will not increase payments for basic education across the state (over the 1977-78 school year), school districts will receive only 39% of the difference between what they would have received and what they will receive had no cap been placed on the award.

In the case of Clarion Area School District, under the old formula the estimated revenue for 1978-79 would be $467,321. Because it would rate a basic support figure of $1040/WADM, it should receive $644,188 due to Act 59. However, 39% of the difference plus $467,321 is all it is estimated to receive because of the cap ($536,300). Thus Clarion Area must raise 4.7 mills of taxes locally to make up this difference. (Approximately $23,000 equals one mill on district real estate).

Mill/millage.

A mill equals one-thousandth of a dollar. Millage refers to the tax rate on real estate assessed value imposed on a school district to gather local revenue needed to support a school system. Thus, in Clarion Area, where the real estate is assessed at $22,953,733, in order to raise $1,335,907, it is necessary to tax real estate at 60 mills dependent on a .97 collection rate ($22,953,733 x .060 x .97).

Local effort, state and federal revenues.

Local effort refers to all revenue derived through a variety of local taxes, most notably, real estate, real estate transfer, wage, occupational privilege, occupational assessment, and per capita taxes. State (commonwealth) revenues are derived through the basic state instructional formula and state aid for pupil transportation, vocational education, health services, driver training, special classes and building rentals. Federal revenues result from ESEA I grants to help remediate student reading and math disabilities and Title IVB , a federal program to improve local media resources.

CHAPTER II

NEEDS ASSESSMENT AND OBJECTIVES

NEEDS ASSESSMENT

The legal requirement.

Act 195 compels public employers to engage in meaningful collective bargaining. Section 101 of Article I states in part:

> ...Within the limitations imposed upon the governmental processes by these rights of the public at large and recognizing that harmonious relationships are required between the public employer and its employes, the General Assembly has determined that the overall policy may best be accomplished by (1) granting to public employes the right to organize and choose freely their representatives; (2) requiring public employers to negotiate and bargain with employe organizations representing public employes and to enter into written agreements evidencing the result of such bargaining; and (3) establishing procedures to provide for the protection of the rights of the public employe, the public employer and the public at large.[1]

With the second year of a previous agreement drawing to a close as of August 31, 1978, teachers of the Clarion Area School District and that district's board of education were obliged to effect a written contract consonant with Act 195's mandate.

Act 195 - a brief history.

Prior to 1970, public employes in the Commonwealth of Pennsylvania were governed by the 1947 No-Strike Law which prohibited strikes and formal bargaining by public employes thus ruling out binding collective bargaining between public employers and their employes. All penalties for violations of this law were applied to employees only. For instance, employes found guilty of striking could lose their positions.

---

[1] Pennsylvania School Boards Association. ACT 195. Harrisburg: the Association, 1973, p.13.

Judges were reluctant to uphold the provisions of what they considered a lop-sided law, so, in effect, the law became unenforceable. Early in 1968, then governor, Raymond Shafer, established a commission to review the matter of public employe collective bargaining with a view toward amending or changing the 1947 Act. Because the chairman of this commission was Leon F. Hickman, a well-known labor attorney and vice-president of Alcoa, the commission became known as the Hickman Commission.

The Hickman Commission conducted extensive public hearings which culminated in a recommendation that a new law be formulated governing public employer/employe relationships. In July of 1970, after much argument between public employe advocates such as the Pennsylvania State Education Association and management groups such as the Pennsylvania School Boards Association, the Hickman recommendation resulted in Act 195. This Act mandates collective bargaining between all public employers and employes; it is not limited to public school employer/employe relationships.

Impact of Act 195.

The impact of Act 195 is felt in the Commonwealth to this day. It governs all aspects of employer/employe relations in the public sector. From 1970 through 1976 there were 302 strikes in the public schools of Pennsylvania. As noted in the Pennsylvania

School Boards Association publication:

> Both public employee groups and public employers have suffered from inexperience in dealing with collective bargaining procedures as required under the law. Teacher groups have found it more possible to more easily coordinate and direct their bargaining efforts on a statewide basis. Thus, in addition to having much greater financial resources with which to work than do public employers, employee organizations have been able to impose a statewide direction and control on local bargaining units so that an overall statewide master strategy has resulted.[2]

The account proceeds to link this inexperience of the employer/employe groups and the greater financial resources of dues-paying employe members as determining factors of the strikes because the teacher groups were able to "stampede employers into hasty, precipitous and ill-conceived agreements."[3]

A more detailed accounting of ruptures between public employes and employers follows. During the 1970-71 school year, there were thirty-seven strikes in public schools in Pennsylvania. In 1976, there were seventy-six such work stoppages. Eighty-two percent of these strikes involved school districts with 200 or fewer members in the bargaining unit. The 1976 strikes interrupted the education of 306,369 school children and the average number of strike days per work stoppage was 12.8.[4]

In the school year just past, there were twenty-four teacher strikes involving 5,520 teachers and affecting the education of 105,960 children who lost 393 days of school.[5]

[2] Ibid., p. 11.

[3] Ibid.

[4] Ibid., pp. 7-9.

[5] Pennsylvania Association of School Administrators. NEWSLETTER. Harrisburg: the Association, July 31, 1978, p. 9.

Other factors which affect the climate of negotiations.

It is apparent that when a strike occurs, negotiations preceding that strike may be considered a failure. Public employers and employes should work together in a timely and reasonable manner to effect a contract of mutual benefit to their constituencies, and, in the case of a school district, fair to the children, teachers and taxpayers of that district. However, it should be emphasized that in the eyes of management and labor, strikes may serve a useful purpose when the demands of one group or the other are so patently unrealistic, that no good purpose would be served by effecting written contracts.

One should also note that public employers and employees engaged in public education are in a peculiar situation relative to collective bargaining. There are no dollar profits which labor may cite as reasons for exacting a greater share of those profits to the employes as in the private sector. There is no scientifically measurable product (that teachers will accept) which management may cite as reasons to penalize or reward teacher groups financially.

Teachers, therefore, cite their years of academic preparation, their years of experience in the field, and, until recently, their relatively low wages vis-a-vis other professionals with similar years of experience/preparation as reasons for greater teacher pay and fringe benefits and reduced work loads.

Boards of education cite rising costs, a relatively short teacher working year and a paucity of scientific proof that experience/years of preparation are material to improvement of pupil performance as reasons to deny or limit the gains teachers seek.

In the Clarion Area School District, the rise in property values was lowering the district aid ratio, enrollment was dropping and the relatively experienced staff was drawing on an ever escalating payroll. Therefore, this school district was experiencing in 1977-78 and will continue to experience for the next ten years a situation where successive local tax levies will have to rise to support the school system in the fashion to which it is accustomed. As local property value increases, state aid fractions decrease. Additionally, as pupil enrollment decreases, so does the WADM. Even though Act 59 promises to reward districts which raise more local taxes to support school systems, capping such promises as noted on page 6 of this report does not inspire confidence in this writer that Clarion will ever bear the true fruit of state subsidy promises.

On the other hand, escalating prices resulting in a deflation of teacher currency and benefits make for a militancy based on fact. Last year's dollars are becoming smaller and smaller in terms of purchasing power.

In summary, school districts in the Commonwealth of Pennsylvania are required by law (Act 195) to bargain with teachers (and other school employes who choose to form unions), many strikes have resulted because of teacher/school board inexperience with labor negotiations, and the seeds of a strike are always present because of sharp, differing viewpoints and philosophies of the respective parties.

In such an environment, Clarion Area teachers and the Clarion Area Board of Education scheduled negotiation sessions in order to effect a written contract with which both parties could live. These negotiations began in January, 1978.

OBJECTIVES

Objectives of the practicum.

It was the purpose of this practicum to develop and implement a model for a superintendent's role in the negotiation process. This has been accomplished in terms of two guiding principles. First, the escalation in teacher salaries and benefits must be consonant with a district's ability to absorb such increases without undue strain. Second, teacher attempts to control management functions, especially those which result in greater costs to the taxpayers without concomitant benefits to students, must be sharply contested. Let us touch on this. Postulate that teachers get a board to agree to a class size of no more than twenty-five elementary pupils in any elementary class. Let us further suppose that there are 145 students in the sixth grades of a district. This means that the district must hire six teachers to teach these 145 students (25-25-25-25-25-20 or a similar distribution totaling 145). However, there is no conclusive evidence that placing four more students in each class would benefit or retard the progress of the students in such situations.Twenty-nine students in five sixth grade sections would represent a more efficient use of instructional time at no demonstrable loss in terms of educating children. Therefore, management must be careful to resist such encroachments.

The specific objectives of this practicum follow:

1. Increases in teacher salaries and benefits would be no more than five percent higher

than the highest dollar total per teacher of any contract negotiated in 1978 in Intermediate Unit #6. (Clarion Area is one of seventeen school districts in this unit, six of which were required to bargain in 1978.)

2. The resulting contract would be for at least a two-year duration.

3. The new contract would not contain specific conditions which interfere with management prerogatives to the degree that:

    a. such conditions in the old contract would not be in the new contract.

    b. such conditions proposed by the union not in the old contract would not be in the new contract.

4. The new contract would contain certain specific management prerogatives not contained in the previous contract, i.e., a prior agreements clause (see appendix C, Original Board Proposal).

5. At least six of the nine Board Members would indicate in response to an evaluative questionnaire that their superintendent performed in the 4-7 range in the negotiations process.

6. At least six of the nine Board Members would indicate satisfaction with the contract by responding affirmatively to the five questions on that subject contained in an evaluative questionnaire.

Further exposition of the objectives.

Objective #1 is important because both the taxpayer and the teacher deserve equity. Management is culpable when it has certain resources to settle in line with its neighbors and doesn't whether it settles significantly higher or lower. Similarly, teachers should receive a fair and just increase to meet inflationary conditions mandated by the general economy. However, that increase must be in accordance with local ability to support the increase.

Objective #2 was formulated because going through a negotiations process such as prescribed by Act 195 every year is a time-consuming and frustrating procedure for board members, teachers and administrators alike. Thus, a two-year contract gives teachers and board a breathing space until the next round of talks begin. Three-year contracts are gambles for either side. The current economy makes it so.

The rationale for objectives #3 and #4 was developed in terms of the rationale for item #1. The specific conditions, however, are itemized under "Amplification of 1977-78 contract" below.

Objectives #5 and #6 are directly related to the success or lack of success of the superintendent with the negotiations process itself and the resulting contract.

Amplification of the 1977-78 contract.

The previous contract was consummated on August 10, 1976, and its effective dates were September 1, 1976, to August 31, 1978. (See appendix B for this contract.) An analysis of that contract reveals that there are three areas which management could have well done without or with modification. Those specifics are detailed below:

1. Personal leave at one day per year cumulative to three days was granted without need for an instructor to state why he/she needed to have a personal day. One could shop, loaf, vacation,

etc., without penalty. In effect, this shortened a teacher's work year by one day per year. In the school year 1976-77, 51 such days were taken resulting in a loss of $1683 ($33/day substitute pay) plus the loss of the teachers' services. It is the contention of this writer that there is a place for personal leave, but it should be controlled in terms of specific reasons for such leave without accumulation.

2. The Board contracted a salary with the union (CAEA) for 180 days of work. However, the contract also mandated that teachers must be brought in for two in-service days at their per diem rate. This cost the district an additional $11,440 with no direct benefit to the children. It was this writer's contention that any new contract should include a complete teacher year, say 182 days. A new contracted salary would include 180 pupil days and two in-service days for which teachers would be present. There would be no provision for additional per diem in-service payments.

3. The 1977-78 contract contained a Maintenance of Membership clause, but excluded information relating to an employe's option of resigning from the union within fifteen days of the expiration of the contract, if he so desired. The 1978-79 contract should include such language.

There were seven areas which the 1977-78 contract did not contain and which a new contract (78-79) should contain:

1. a Prior Agreements clause which states that the new contract supersedes all prior agreements.

2. a Savings Clause which recognizes that anything in the contract contrary to law renders that portion of the contract null and void, but that the rest of the contract is valid. Caution must be taken, here, not to allow the union the privilege of renegotiating the affected area.

3. a Personal Leave Days clause which spells out the kind of reason one must have to merit personal leave.

4. a Jury Duty Leave clause which limits the remuneration to the employe to his total per diem salary and a return to duty if he is excused from jury duty leave prior to 12:00 noon.

5. a Rights Reserved to the Board clause which indicates that employees recognize specific managerial rights. (See Appendix C - Board Proposal.)

6. a grievance procedure which mandates that formal grievances specify in writing the specific section of the agreement violated, the nature of the grievance, the date of the alleged grievance with appropriate evidence and the suggested remedy.

7. a mutually agreed upon grievance form.

Measurement of objectives.

Measurement of objective #1 was obtained by a comparison of 1978-79 contracted salary/benefit package in Clarion Area with its neighbors in Clarion County. This comparison may be examined later in this report. (See Chapter V - PROGRAM EVALUATION.)

Measurement of objective #2 was obtained by an examination of the length (number of years) agreed to by both parties in the written contract. (See appendix F for terms of the 1978-80 contract between the CAEA and the Clarion Area Board of Education).

Measurement of objectives #3 and #4 was obtained by an examination of the 1978-79 contract.

Measurement of objectives #5 and #6 was obtained by an examination of the questionnaires completed by members of the Clarion Area Board of Education. (See Chapter V - PROGRAM EVALUATION.)

All these data are explained in CHAPTER V, PROGRAM EVALUTION: FORMATIVE, SUMMATIVE STAGES.

CHAPTER III

A SUPERINTENDENT'S ROLE IN NEGOTIATIONS: OPTIONS

The position of the superintendent in negotiations.

It stands to reason, then, that in such an environment as depicted earlier in this report, a superintendent of schools is in a very delicate position. On the one hand, he is the recognized educational leader in a system. As the leader, he must, among a host of other duties (see superintendent's job description, appendix D), motivate teachers to provide multiple ways of developing good learning habits in children so that students are ready to take their places in society as well-rounded, well-educated and responsible adult citizens. On the other hand, he is the board's creature in that he must account to it not only for the education of the children, but also for the costs which accrue to the taxpayer. Often, if he is perceived as emphasizing one obligation to the neglect of the other, he renders himself ineffective on both accounts. Thus, in negotiations between board and teachers involving substantial amounts of dollars (wages and benefits consume between sixty and seventy-five percent of an educational enterprise), the superintendent must be careful not to be perceived as detrimental to the interests of either party. Then, what role should a superintendent play in negotiations, if any?

The superintendent's role.

There is no doubt in this writer's mind that the superintendent should play a vital role in negotiations. If he is to be an effective leader, he must do his best to see that the contract arrived at between the Board and the Association is not inimical to the students, parents and board which he serves, or the teachers he leads. In short, he must be able to function effectively under the terms of that contract. For instance, if a board surrenders a vital management prerogative to a teachers' association such as the determination of class size, the superintendent may find it difficult to staff his district efficiently. On the other hand, if the teachers' association agrees to larger class sizes for increased dollars, the superintendent may find many a slower student, especially in the primary grades, at a distinct disadvantage because a teacher may not be able to give sufficient time to remediate such a student's difficulties.

To repeat, what should the role of a superintendent be in negotiations with a teachers' union? In 1968, the American Association of School Administrators pondered this question which culminated in a position paper.[6] After exploring several possibilities and delineating the controversy then raging as to superintendents' involvements in negotiations, it concluded:

> What, then, is to be the answer to the question, What should be the superintendent's role in negotiation? His role will be determined by a number of factors. First, his own philosophy toward negotiation and personal preferences will have a major bearing on the role he will assume. Secondly, the board of education may dictate how he will function. Thirdly, state statutes often specify his role. Fourthly, the current climate of teacher-administration relationships will have a bearing on the matter. A fifth factor may well be the degree to which influence from teacher organizations at the state and national levels is exerted upon the local organization to press for a certain pattern of negotiation procedure.[7]

[6] American Association of School Administrators. THE SCHOOL ADMINISTRATOR AND NEGOTIATION. Washington, D.C.:the Association, 1968.

[7] Ibid. p. 11.

There is much support for what a superintendent's role should not be. Melvin H. Osterman, Jr., formerly a director of the Office of Employee Relations in New York State indicates that "boards and teacher unions owe a special responsibility to commit the processes of translating (goals and priorities) with meaningful agreements to professionals who are both trained and skilled in the processes of reaching accommodations of concern."[8]

John Venditto, Assistant Superintendent for Personnel in the Warwick, Rhode Island School District maintains that:

> Very often, it's a good idea not to have a superintendent and school board members at the bargaining table, especially if they cannot accept the exercise of equality at the bargaining table.[9]

Fred Heddinger, Executive Secretary of the Pennsylvania School Boards Association writes:

> (School boards) must seek competent labor counsel and experienced negotiating skills in developing appropriate terms for (a) bargaining agreement. Collective bargaining is no game for amateurs - employee groups will have the benefit of experienced, professional guidance in their negotiating efforts.[10]

Aside from a lack of skills which may impede a superintendent from serving his constituencies effectively by acting as a chief spokesman in negotiating with teachers' unions, there is the real threat of alienating, irreparably, the teachers he seeks to lead. This has been alluded to previously, but it deserves more specific treatment here. In professional meetings with superintendents and other central office personnel across the state and country, there have been several accounts related involving negotiations between teachers' groups and superintendents of schools. Seldom has the involvement of the superintendent either as a spokesman for the board, or chief counselor at the table resulted in anything but varying degrees of animosity on the part of the teachers as a result of such experiences. Indeed, many a superintendent has had to seek employment elsewhere because of his direct involvement in collective bargaining.

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[8] Melvin H. Osterman, Jr. "Politics of Collective Bargaining and Decision Making." In RESOURCE MANUAL FOR BASIC SKILLS IN COLLECTIVE BARGAINING. New Brunswick: Rutgers University, 1977, p. 28.

[9] John Venditto. "Views on Collective Bargaining." In RESOURCE MANUAL FOR BASIC SKILLS IN COLLECTIVE BARGAINING. New Brunswick: Rutgers University, 1977, p. 50.

[10] Fred Heddinger. As quoted in ACT 195. Harrisburg: Pennsylvania School Boards Association, Inc. 1976, p. 13.

From this writer's own sad experience in a former school district, he can attest to the validity of such behavior. He watched a fine and otherwise competent administrator ruin his credibility with the teachers because he took on the responsibility of chief negotiator for a board of education. As the assistant superintendent, the writer also became embroiled in the hostility and controversy that often govern certain phases of employer/employee bargaining. Not only did the superintendent not have sufficient expertise to effect agreement, his abrasiveness and subjectivity precluded any cool, objective assessment of what was occurring. A strike ensued, and, eventually, both he and his assistant had to look for other positions. While the negotiations aspect of the problems in that district was but one of many factors which led to a mutual disenchantment between the board and its central office administrators, it was a significant episode in a deterioration of relations between that board and its top administrators and between the administrators and some of the teachers in the district.

This writer would agree with Venditto[11] that the superintendent should not sit at the bargaining table, and, for other reasons previously cited, he should never be the chief negotiator.

The decision.

In this writer's present position as a superintendent of schools, he assumed a role more in keeping with his own philosophy and experience. That role, determined by the Board, was a mutual board/superintendent decision prior to his employment. The superintendent functioned as advisor to the Clarion Board negotiating team by collecting, analyzing and preparing all pertinent data. While the Board and the Association negotiated in the Board room, the superintendent stayed in an adjacent office ready with advice and data during caucuses. Thus the role was not as chief negotiator or a de iure member of the Board negotiating team. This role is more fully detailed and explored in Chapter IV - A DESCRIPTION OF THE PROCESS.

[11] John Venditto. loc. cit.

CHAPTER IV

A DESCRIPTION OF THE PROCESS

The components.

Basically, this practicum was composed of five prime activities: compiling data, analyzing data, evaluating data, preparing counter offers, and advising. Although this section gives examples of each of these components in the order presented above, it is important to note that these were recurring activities throughout the life of this practicum. Not all data arrived at once prior to processing. Thus, each time data were compiled, they went through the stages described above. As will be seen later, these activities often blurred, one blending into another.

The budget.

The very first area the superintendent examined was the school district budget. Before any superintendent deals with any factors associated with negotiations, he must estimate, first, what his beginning balance will be in the forthcoming year(s), and, what revenues and expenditures he may reasonably anticipate. This is not a simple or perfunctory exercise. For instance, in November, 1977, two months before negotiations began, this superintendent esimated that eight mills in new taxes would be necessary to maintain the 1977-1978 program in 1978-1979. Even with the greatest of care, and what he believed was an overly pessimistic view of what new local revenues would be needed, he was two mills ($46,000) short in his estimate of what was actually needed in local revenue to fund the 1978-1979 school budget.

As the year progressed, however, it became apparent to the board and the superintendent that even with a ten-mill increase in real estate taxes, many long range goals would have to be sacrificed. Moreover, the board would have to decide what increases in salaries and benefits it could reasonably offer its teaching staff. It is the superintendent's responsibility to assess continually and continuously the financial status of the district. He must share that considered assessment with his board.

In a negotiations year, such assessment is even more important because the basic question he will be asked is, How much money do we have with which to bargain? Also, such a question must be settled before a contract is achieved. For example, the Clarion Area Education Association did not settle with the Clarion Area Board of Education until August 28, 1978. The annual budget had to be adopted by June 30, 1978. Therefore, money had to be placed in the budget prior to the settlement, and the superintendent was responsible to see that enough money was in that budget to allow the board to negotiate in good faith.

Compiling data.

Fundamentally, two kinds of data were collected. One involved pure money items in terms of salaries and benefits. The other consisted of examples of contract language some of which were indirectly associated with money. Let us enlarge on this. Salary and fringe benefits are easily convertible into money data. Life insurance costs so much per thousand dollars per individual; health insurance costs (once the plan is fixed) are based on individual, individual and spouse,family; etc.; and salary, itself, is expressed in an explicit dollar figure.

However, union requests for additional personal days, while not a direct salary item (it does not increase the salary of a teacher), is a real money item in terms of budget planning. Every time a teacher takes a personal day in the Clarion Area School District, it costs the taxpayers $33.33 for a substitute teacher. So a superintendent must be careful to convert such data into dollars. Most of this section will deal with the compilation of salary and benefits data.

After an examination of the district budget, a superintendent should prepare a staff profile. (See figure 1 on page 27.) This tells him precisely where each teacher is situated on the salary scale for the current and future years. All the superintendent has to do is print this information accurately for the first year and move staff along one further year for each of the proposed contract years. Thus, in the example cited (figure 1) there are sixteen teachers on the Master's-20 step (M+20) in 1978 who will be M+21 in 1978-1979, M+22 in 1979-1980, and M+23 in 1980-1981. It is very important that this task be completed prior to the actual onset of negotiations so that the superintendent is in a position to examine the union's salary proposal quickly and accurately. By multiplying the number of teachers on each step times the proposed increase, he can render an accurate, total, salary figure.

Another detail should be prepared in the home district before one looks elsewhere for data. This is an accurate compilation of the current staff by name, the step each is on and the actual amount of money each is currently earning. (See appendix E, TEACHER SALARIES.) This document differs from the staff profile

CLARION AREA STAFF PROFILE

	1977-1978		1978-1979		1979-1980		1980-1981		
STEP	B	M	B	M	B	M	B	M	STEP
1									1
2		1							2
3	2			1					3
4			2			1			4
5	4				2			1	5
6			4				2		6
7					4				7
8	1						4		8
9	3	3	1						9
10	1		3	3	1				10
11	2	2	1		3	3	1		11
12	4	3	2	2	1		3	3	12
13	1	5	4	3	2	2	1		13
14	1		1	5	4	3	2	2	14
15	1	1	1		1	5	4	3	15
16	1	1	1	1	1		1	5	16
17	1		1	1	1	1	1		17
18		2	1		1	1	1	1	18
19	9	1		2	1		1	1	19
20		16	9	1		2	1		20
21				16	9	1		2	21
22						16	9	1	22
23								16	23
TOTAL	31	35	31	35	31	35	31	35	

Figure 1

in that it specifies who is earning what amount and on what salary step each teacher is.. The teacher salary compilation and the teacher profile should match in terms of numbers of teachers on each salary step. As an example, if one counts the number of teachers on step M20 on the teacher salaries pages, he will note there are sixteen such teachers. This number matches with the teacher profile sheet. But there is still another reason why the teacher salaries document should be prepared.

In most school districts, there are a number of people who are on nine-and-a-half or ten-month salaries. When teachers bargain for salaries, the usual settlement is for a nine-month salary. Depending on the district, the nine months may be equivalent to from 180 to 185 days (or more). Thus, when a settlement is completed, administrators must compute the additional money needed to fund the positions which are in excess of nine months. As an example, teacher #13 (see appendix E, TEACHER SALARIES) works 200 days, or twenty days beyond the Clarion Area nine-month work year of 180 days. His salary and his subsequent increases must be based on an additional twenty days. Further, these additional days increase the amount of money the school district must pay into his retirement, social security and workmen's compensation funds. A new settlement escalates these costs accordingly.

After amassing the district data necessary for subsequent analyses and suggestions based on such analyses, a superintendent might look to surrounding districts for data such as contained in appendix A, CLARION COUNTY TEACHER SALARIES AND BENEFITS. The reader may recall this writer's previous statement that "Management is culpable when it has certain resources to settle in line with its neighbors and doesn't..." (see page 15). Therefore one must collect negotiations data from neighboring districts. Often this may be done in a variety of ways - over the telephone, at a district administrators' conference, or through the intermediate unit.

State and regional data are useful statistics, too. Such statistics are usually reported in terms of means, or averages. It is just as tempting for boards of education in high-paying districts to use state means (which are generally lower) as it is for teachers in low-paying districts where the state means are generally higher. Thus, these data must be used carefully. In a state as large as Pennsylvania, the variances among the 505 school districts are vast. Not only are there differences in terms of urban, suburban and rural classifications, but district sizes and socio-economic factors further complicate the picture. Not only should one be especially careful with such data, he must take care that his opposite numbers are just as careful.

Clarion Area School District is a member of the Pennsylvania School Study Council. This council is made up of approximately 200 school districts across the state all of whom supply a variety of negotiations data according to a format. Called the "Omni Report," it publishes data for and from its members which are grouped into eleven geographical areas. (Clarion is in geographical area #11.) Figure 2 presents the required format in detail. Figure 3 presents a sample page from a report issued on August 30, 1978. (See pages 30, 31.) The "Omni Report" is issued and updated periodically. The Pennsylvania School Study Council

DIRECTORY OF OMNI INFORMATION

(Print-out for DATA CARD One and Two)

Bachelor's Degree

Min	-	Lowest scheduled salary
5th Yr	-	Person having completed four years of experience
Highest	-	Highest salary paid
Stp	-	Number of increments

Master's Degree

Min	-	Lowest scheduled salary
5th Yr	-	Person having completed four years of experience
Highest	-	Highest salary paid
Stp	-	Number of increments

Master's Degree Plus 30

Min	-	Lowest scheduled salary
5th Yr	-	Person having completed four years of experience
Highest	-	Highest salary paid
Stp	-	Number of increments

Average Increases

Tchr	-	Dollar increase over last year per teacher
Prin	-	Dollar increase over last year per principal

(Print-out for DATA CARD Three)

Retirement	-	Maximum retirement paid by school district other than state mandated
Life Amt (H)	-	Face amount of life insurance (H) - indicates in hundreds
Mileage	-	Mileage paid for use of personal vehicles

Annual Insurance Prems (Card Three Contd.)

Dental	-	Maximum annual premium for dental insurance per employee
Visual	-	Maximum annual premium for visual insurance per employee
Disblty	-	Maximum annual premium for disability protection per employee
Total Insurance	-	Maximum annual premium for all insurance listed above and hospitalization and Major Medical per employee

(Print-out for DATE CARD Four)

Tchr Day	-	Length of total tchr day
Tchr Year	-	Scheduled calendar tchr days per year
$/Crd	-	Maximum dollar support allowed per graduate credit
No. of Crds	-	Maximum number of credits allowed per year

Total Leave Days

Sick	-	Number of sick days granted per year
Per	-	Number of personal days not requiring prior approval
Elem Planning	-	Number of minutes of planning time/week
Sec Planning	-	Number of minutes of planning time/week
Basis Plan	-	Planning time provided by (A) board policy or (B) contractual agreement

NOTE: TENTATI -- This is the status assigned to items listed as "settled" or partially settled contracts. Contracts are only listed as "settled" when they are totally settled.

Figure 2

1978-79 CONTRACT SETTLEMENTS

			BACHELORS DEGREE				MASTERS DEGREE				CPD
REG	SCHOOL DISTRICT	STATUS	MIN	5TH YR	HIGHEST	STP	MIN	5TH YR	HIGHEST	STP	#
11	[redacted] [redacted]	SETTLED	$09900	$11500	$15900	16	$10300	$11900	$16700	17	1
11	[redacted] AREA	SETTLED	$08800	$11050	$15650	17	$09300	$11550	$16450	18	1
11	[redacted]	SETTLED	$07900	$12355	$16481	17	$08200	$12655	$17149	18	1
11	[redacted] AREA	SETTLED	$09100	$11100	$14700	25	$09400	$11400	$15300	25	1
11	[redacted]	SETTLED	$10825	$11925	$15525	17	$11125	$12225	$16125	18	1
11	[redacted] AREA	SETTLED	$09000	$11700	$17600	33	$09600	$12300	$18200	33	1
11	[redacted] AREA	SETTLED		$11700	$16250			$12000	$17150		1
11	[redacted] AREA	SETTLED	$09800	$11800	$15900	17	$10100	$12100	$16500	18	1
11	[redacted] AREA	SETTLED	$09850	$11150	$14050	15	$10250	$11550	$14750	15	1
11	[redacted] AREA	SETTLED	$09500	$12000	$18150	18	$10100	$12600	$18750	18	1
11	[redacted]	SETTLED	$10170	$11370	$15270	31	$10620	$11820	$16020	31	1
11	[redacted] CENTRAL	SETTLED	$09900	$11200	$15700	20	$10500	$11800	$16900	20	1
11	[redacted]	SETTLED	$08300	$11584	$15952	18	$08900	$12256	$16624	18	1
11	[redacted] AREA	SETTLED	$09500	$11400	$16450	16	$09800	$12000	$17050	16	1
11	[redacted] AREA	SETTLED	$09883	$11575	$17076	18	$10377	$12069	$17992	19	1
11	[redacted]	SETTLED	$10275	$11530	$14750	13	$10575	$11830	$15350	14	1
11	[redacted] AREA	SETTLED	$08025	$11375	$15725	17	$08325	$11675	$16325	18	1
1	MEAN	SETTLED	$ 9780	$11957	$16791	18	$10227	$12466	$17718	19	
2	MEAN	SETTLED	$ 9778	$12440	$18607	21	$10505	$13212	$20128	22	
3	MEAN	SETTLED	$ 9109	$12365	$17430	16	$ 9646	$12965	$18306	17	
4	MEAN	SETTLED	$ 9321	$11169	$15886	18	$ 9753	$11677	$16693	19	
5	MEAN	SETTLED	$ 9621	$11773	$16137	17	$10267	$12365	$17149	17	
6	MEAN	SETTLED	$10449	$12610	$18166	18	$11285	$13453	$19546	19	
7	MEAN	SETTLED	$ 9936	$11667	$16990	17	$10858	$12628	$18351	18	
8	MEAN	SETTLED	$ 9111	$11131	$16424	18	$ 9798	$11782	$17368	18	
9	MEAN	SETTLED	$ 9330	$11264	$15812	19	$ 9777	$11746	$16649	20	
10	MEAN	SETTLED	$ 9308	$11490	$15885	19	$ 9851	$11916	$16819	20	
11	MEAN	SETTLED	$ 9420	$11547	$15948	19	$ 9842	$11984	$16666	19	
	TOTAL MEAN	SETTLED	$ 9587	$11783	$16768	18	$10192	$12387	$17808	19	

Figure 3

also publishes an annual which gives means on salary and fringe benefits classified by region, size and wealth. Additionally, state-wide means are printed. Called the "Annual Financial Analysis for Pennsylvania Schools," it is an invaluable aid compiled and prepared for public employer use,only, in conducting negotiations.

Additional data may be had from professional journals such as those published by the Pennsylvania School Boards Association, newspaper accounts of settlements and negotiating difficulties in districts similar to one's own and attendance at any of a number of collective bargaining conferences which are sponsored by public and private agencies alike.

So far,this description of amassing data has not touched on the most important pieces of collected data, namely, the various teacher proposals and board counter-proposals. It was a planned omission. Before one even turns a page of such proposals or counter-proposals, a superintendent should familiarize himself with the previous contract in terms of salaries, benefits and contract language. It is only after one has amassed and studied all of the foregoing data that he may be in a position to examine new contracts and offer advice to a board, first, in reacting to the new proposals, and, second, in suggesting counter-proposals.

Analyzing the data.

As one may note from the foregoing, it is difficult to amass data without analyzing such data. As indicated earlier, while the narration of this account may suggest these activities as occurring independently, often these activities were interwoven.

As an example, and, interestingly enough, the first analysis this superintendent completed was in reaction to a board query concerning the effect of possible teacher salary-benefit demands and their effects on 1978-1979 budget. As a result, this writer generated his own data and furnished the board with an analysis of what it would cost Clarion Area School District to settle with its teachers at $900 per teacher, $1000 per teacher and $1100 per teacher. Note (figure 4) that when computing salary, the superintendent must include increased salaries' effects on escalating social security, retirement and workmen's compensation costs. For instance, in the $900 projection, increases in retirement payments would cost the board an additional $3953.07. The decimals following the the dollar figures represent the factor for each area. As a further example, multiplying $59,400 (900 x 66 teachers) by .0303 equals $1,799.82 - the increased amount of social security monies the board must pay if it gave a $900 raise to each teacher.

This analysis (pages 34-36) also relates what increases in insurance would cost. At the beginning of negotiations, all staff enjoyed a comprehensive family health plan (Blue Cross/Blue Shield, Major Medical - $20,000), a family dental plan and life insurance of $10,000. Figure 4 illustrates what an increase to $12,000 or $15,000 in life insurance would cost. Amounts for increases in major medical benefits, emergency room care and ambulance service are stated. The insurance data were secured from the insurance companies providing the insurances.

PROJECTED COSTS FOR TEACHER SALARY INCREASES - CLARION AREA SCHOOLS

(A) $900/yr

DOLLARS DIRECTLY RELATED TO SALARY:

SALARY	RETIREMENT CONT.	SOC.SEC.	WK.COMP.	NEAREST $ TOTAL
$59,400	$3953.07 (.06655)	$1,799.82 (.0303)	196.02 (.33)	65,349

DOLLARS RELATED TO INSURANCE - FAMILY

	BASIC HEALTH PLAN U	CURRENT DENTAL	12,500 LIFE/15,000	VISION	NEAREST $ TOTAL
$12,500	$73,893.60	25,146#	2,574*	$4,197.60	105,812***
$15,000	73,893.60	25,146#	3,088.80**	4,197.60	106,327

(B) $1000/yr

DOLLARS DIRECTLY RELATED TO SALARY:

SALARY	RETIREMENT CONT.	SOC.SEC.	WK.COMP.	NEAREST $ TOTAL
$66,000	$4392.30	$1,999.80	217.80	72,610

(C) $1100/yr

DOLLARS DIRECTLY RELATED TO SALARY:

SALARY	RETIREMENT CONT.	SOC.SEC.	WK.COMP.	NEAREST $ TOTAL
$72,600	$4831.53	$2,199.78	239.58	79,872

Actual increase over this year =	752.40*
	14,778.72***
	11,919.60#
TOTAL ADDITIONAL INS. DOLLARS	27,450.72

$900/teacher package will cost:

SALARY COMPONENTS	$65,349
INSURANCE COMPONENTS*	27,451
	$92,800

or 4.03 additional mills
ONE YEAR ONLY

Figure 4

PROJECTED COSTS FOR TEACHER SALARY INCREASES - CLARION AREA SCHOOLS

$1000/teacher package will cost:

SALARY COMPONENTS	$ 72,610
INSURANCE COMPONENTS*	27,451
	$100,061

or 4.35 additional mills
ONE YEAR ONLY

$1100/teacher package will cost:

SALARY COMPONENTS	$ 79,872
INSURANCE COMPONENTS*	27,451
	$107,323

or 4.67 additional mills
ONE YEAR ONLY

* Actual increase 1978-79 school year over current year ($752.40), and total cost of group life insurance policy for 1978-79 school year at $12,500 per individual ($2,574).

** Total cost of group life insurance policy for 1978-79 school year at $15,000 per individual ($3088.80).

*** Actual total of all insurances including $12,500 group life insurance for school year 1978-79 year ($105,812); actual increase for 1978-79 school year for all insurances including group life insurance at $12,500 per individual.

# Current dental plan costs for all staff ($25,146) including anticipated rise in premiums ($11,919.60) for 1978-79 school year.

Figure 4 (cont.)

ADDITIONAL DATA - MAJOR MEDICAL RATES

Our present major medical maximum is $20,000.
Rates quoted are monthly/per person.

		FAMILY			
	AMT	FAMILY RATE	INDIVIDUAL RATE	EMER. ROOM	AMB. SERVICE
PRESENT	$20,000	$ 2.49	$ 1.01		
	$50,000	$ 3.06	$ 1.24		
	$100,000	$ 3.20	$ 1.30		
	$250,000	$ 3.25	$ 1.32		
				$2.00	.30-.40

Rates will increase in July.

EXAMPLE:
FAMILY RATE @ 100,000 x 66 professionals =

$3.20 x 66 x 12 months = $2,534

Figure 4 (cont.)

Evaluating data.

In the examples cited in "Compiling data." and "Analyzing data," at least one aspect of evaluation has been alluded to - the kind of data used. One should take care that he is using appropriate data in terms of his assignment. Too often, in negotiations, one party or the other uses material that is erroneous or irrelevant. Thus, when teachers cite school districts which are materially better off than the one in which they are and compare them to their own, they must take care that such factors as local revenue, state aid ratios, WADM's and other state/federal revenues are also comparable. Further, both sides should make certain that their proposals do not contain serious flaws which undermine their bargaining positions. For instance, if negotiators for a school district cry poverty and are subsequently exposed as having a sizeable reserve fund unconnected to real and anticipated expenses, their credibility is suspect. Therefore, all data must be examined as to credibility, relevancy and accuracy. It is the superintendent's responsibility to evaluate board and teacher data in these respects and advise accordingly.

Then, let us look at one evaluation episode in the life of this practicum. On January 10, 1978, the Clarion Area Education Association (CAEA), presented its proposal to the Clarion Area Board of Education. This superintendent analyzed the document in light of the then current contract. He found that for each of two years the CAEA wanted a $1400 increase for each member. Further, the Master's column was bastardized to include people with 36 credits beyond the bachelor's degree (B+36). A Master's plus fifteen credits (M+15) was also included in the proposal, another addition over and above the then current 1976-1978 contract. There were thirty-nine additional items included in this teacher proposal and six deletions to/from the 1976-1978 contract. Figure 5 spells these items out. (See appendix C - CLARION AREA EDUCATION ASSOCIATION ORIGINAL CONTRACT PROPOSAL, and appendix B - 1976-1978 CLARION AREA SCHOOL DISTRICT CONTRACT for comparison.)

In presenting this evidence to the board negotiating team, this superintendent's evaluation precluded any monetary assessment of this proposal in specific dollars. In terms of the district's ability to pay and in comparison with surrounding districts, this proposal could not be taken seriously. For instance, disregarding the additional costs of the additional salary column (M+15) and the inclusion of B+36 teachers in the Master's column, the total costs, in salary alone would be $277,200 over the 1977-78 budget for the two-year period 1978-1980.

This example brings up an interesting point. There are some who believe that a $100 increase in salary each year over a two-year period equals a total of $200. It does not. The real increase paid out amounts to $300. To illustrate this, suppose that one receives a salary of $100. He is promised a raise of $100 a year for each of two years. His salary the second year is $200, or $100 more than he earned the first year. His

ANALYSIS OF ORIGINAL CAEA PROPOSAL

P.S.E.A. Proposed Contract

Page#	Article #	Additions		Deletions
3	XI.	Separability		
3.	XII.	Statutory Savings		
3	XIII.	Savings Clause		
3.	XIV.	Just Cause		
4	XV.	Seniority		
4.	XVI.	Posting Vacancies		
4.	XVII.	Transfer		
4 & 5.	XVIII.	Teacher Records		
5.	XIX.	Meetings or Hearings		
5.	XX.	Residency		
5	XXI.	Employe Protection		
6.	XXII.	Professional Ratings		
6.	XXIII.	Reduction in Force		
7.	II.	"Pupil day"		
8.		Salary Schedule B+36, M+15		
9.	App. B	Assistant Track (Girls) Assistant Band Director Senior Class Advisor Junior Class Advisor Sophomore Class Advisor Freshman Class Advisor 7 & 8 Grade Class Advisor		
10	I.	One more Personal Leave Day	-	Request for day prior to vacation
10.	II.	Appendix C - Reimbursement for credits. Univ. Grade Report	-	Certification in field held - Attending school full time.
10.	III.	Hospitalization - M.M. 100,000 Vision - Increased Dental Employe receive money in lieu of coverage.	-	Right of board to reject application
11	IV.	Life Ins. $20,000. (+ 10,000)		
12	IX.	Leave of absence "unpaid"		
12	XI.			Difference between pay for Jury Duty

Figure 5

ANALYSIS OF CAEA ORIGINAL PROPOSAL

Page	Article	Additions	Deletions
12	XV.	Additional Coverage.	Responsibility of employe to initiate.
12.	XVI.	Vision Insurance.	
12.	XVII.	Sick Leave Bank.	
13.	XVIII.	Sick Days - Change.	
13.	XIX.	Longevity - Additional 10 yrs. service.	
13.	XXI.	Association Business.	
13.	XXII.	Flexible Days.	
14.	I.	Change in minutes before and after school begins and ends.	Last paragraph - "Immediately" following dismissal.
14.	II.	Two faculty meetings per month.	
14.	III.	Complete Change.	
14.	IV.	Meet and Discuss.	
14.	V.	Hiring para-professionals.	

Figure 5 (cont.)

salary the third year is $300 or $200 more than the first year. Thus, an employer has paid out a total of $300 in raises over the first year.

Perhaps one may understand why the initial teachers' proposal would cost the taxpayers $277,200 in light of the foregoing example. The first year of the proposal would cost $92,400 disregarding people who were on contracts in excess of 180 days ($1400 x 66 teachers). The second year would cost the original $92,400 plus an additional $92,400 making for a total of $277,200 over the two-year period.

The superintendent's evaluation of this initial teacher proposal was that it was so patently out of bounds not only in terms of salary but also in respect to the plethora of new items to be added to the 1976-1978 contract, it could not be taken as a serious teacher stance. This will be more fully discussed later in this chapter.

Preparing counter offers.

A superintendent, espousing the role advocated by this writer, must be prepared to write counter offers consonant with his board's wishes. The board's direction is a product of both negotiating committee and committee-of-the-whole meetings. At such meetings, the superintendent is both a listener and an advocate. He must be careful in assessing the true feelings of his board and he must participate as advisor, not dictator. He should prepare a comprehensive paper prior to any meeting at which a counter-proposal is to be formulated. He should also understand that his initial written suggestions may be only partially accepted. He has no author's privilege. It is a board counter offer that he is helping to prepare, not his own. This document is also a product of all the data which he and the board have compiled, analyzed and evaluated. Such a counter offer appears in appendix C of this report - CLARION AREA SCHOOL DISTRICT PROPOSAL - February 2, 1978. In the chronology presented later in this report, other counters will be cited.

Advising.

The writer has already indicated how important it is to advise rather than dictate. The superintendent should never assume total responsibility for negotiations. To superimpose his wishes on a board of education is to court disaster. Yet, the superintendent has all the elements working in his favor to impose his will on a board. He is more knowledgeable because of the time he has spent working with the data, because of his experience and by dint of his position as chief executive of the system. The board looks to him for leadership in helping to formulate the policies of the system. In such an environment, it is difficult for many a superintendent to resist taking over in negotiations.

This superintendent has mentioned, earlier, how a superintendent in another school district destroyed his credibility by assuming a dominant role in negotiations. Though that superintendent functioned as chief negotiator, in meetings with the board, he did not allow them the kind of participation - the give and take - so necessary in joint deliberations. Thus, when negotiations broke down and a strike resulted, he was blamed for the deterioration in board-teacher relations which followed. Nor was his experience unique. Where superintendents have assumed the major responsibilities for negotiations,whether as negotiators or behind-the-scenes advisors, their images have seldom improved as a result. Often, they not only lose credibility in terms of staff, but also in respect of board members who resent their intrusions into board domains.

On the other hand, a superintendent must not be afraid to offer and defend his opinion, and he must take a stand when a board is hell-bent on giving teachers contract language which limits efficient management of the school system. Even here, he must compromise, at times, for if he loses board support because of his obstinacy, he will have lost his effectiveness as district educational leader. Let us look at an example of compromise in these negotiations.

Late in the negotiations, and in addition to salary, six factors were impeding a settlement. These items were particularly of importance to the superintendent who felt that given the mandate of the board to supervise teachers and middle management more closely than previously, these six factors could not be bargained away. However, members of the board negotiating committee were beginning to chafe under the superintendent's prodding that these areas not be bargained away. Further, two groups within the board began to form - one supporting the superintendent's position, the other in opposition.

Sensing this situation, the superintendent prepared contract language on each of the issues which conceded some of the less obnoxious points. This had the effect of reuniting the committee, and, as things turned out, did not result in major concessions. This area is amplified in the chronology which follows.

The chronology.

What follows is a session-by-session account of these negotiations. Included are all the elements discussed previously and separately.

January 10, 1978

The initial meeting between the CAEA and the Clarion Board of Education was held on January 10, 1978. The teachers and the board agreed on ground rules for the upcoming sessions (see figure 6, page 45) and the teachers presented the board with its initial proposal. (Figure 5, pages 39 and 40, depicts part of the analysis this superintendent prepared for the board when they presented him with a copy of the teacher proposal. The initial proposal, itself, may be found in appendix C.)

The board asked for time to study the teacher document, and the parties agreed to meet on February 2, 1978 in the board room at 7:30 P.M. The superintendent, by design, was not a stated member of the board negotiating team, but remained in his office, which adjoined the board room, available for caucuses.

February 2, 1978

By this date, the superintendent had prepared a counter proposal at the board's behest to offer the teachers. This counter was prepared, reviewed and approved by the board negotiating team prior to this meeting. The teacher reaction to this pro-

CLARION AREA SCHOOL DISTRICT

GROUND RULES FOR THE CONDUCT OF NEGOTIONS BETWEEN THE CLARION AREA SCHOOL BOARD AND THE CLARION AREA EDUCATION ASSOCIATION

1. a. **The Negotiations Team for the Clarion Area School Board will consist of the following persons:**

David Townsend, Chairman
Dr. Donald Lavely   Joe Bish
Oleta Amsler

b. The Negotiations Team for the Clarion Area Education Association will consist of the following persons:

Robert Bowersox, Chairman
Gail Grejda   Dorothy Rhoads
Sara Ordiway   Harry Brickner
John Reish   Jack Lenovit

2. Teacher's Association package must be presented in total at the first negotiation meeting following ground rule meeting, no totally new item will be considered following this meeting.

3. Only joint press releases will be given; these to be made on a more regular basis.

4. Tentative agreements will be initialed but are contingent upon approval of total package.

5. Meetings--mutually agreed upon times
all in closed session
next date set before current session
closes if possible

6. Each group will respond to other's proposals.

FOR THE CLARION AREA
SCHOOL BOARD:

____

____
date

FOR THE CLARION AREA
EDUCATION ASSOCIATION:

____

____
date

Figure 6

posal was predictable. (See appendix C - CLARION AREA SCHOOL DISTRICT CONTRACT PROPOSAL , February 2, 1978, for complete details of the counter offer.) After a short caucus to examine the board offer, the teachers returned. The chief negotiator for the teachers, a social studies teacher stated:

> We have gone over your proposal. If this is indicative of the future, it will be difficult to come to an agreement. I can see only $600 offered, and that for a 182-day contract. Other areas seem to restrict our rights. The dental plan has to be borne by the teachers. We'll come back with a counter proposal.

The meeting was adjourned at 8:46 P.M.

What were the teachers upset about? First, the proposed board contract called for a three-year period. Second, contract language included a Prior Agreements clause which the 1976-1978 contract did not contain. Third, the salary increase per year per teacher would be $600 for a 182-day teacher work year. (The 1976-1978 contract called for a 180-day teacher year.) The board proposal did not contain any mention of two mandated inservice days for which teachers would be paid a per diem salary in addition to their annual salary as did the 1976-1978 contract. The supplemental areas (extra-curricular activities pay) were to remain unchanged from the 1977-78 schedule. Personal leave days were to be taken for specific reasons, only, whereas no reasons had to be given according to the previous contract conditions. The hospitalization costs were to be paid only to the dollar cost of the 1977-1978 premiums. If these premiums were raised, the teachers would have to make up the differences. A Rights-Reserved-to-the-Board clause was included in the board offer. In essence, this clause would have the teachers acknowledge limitless board authority in areas where no such authority was claimed in the previous contract. Additionally, the board offer contained no provision for collecting dues for the association and eliminated additional payment for in-service days.

Since the teachers had proposed their dream package, the board,similarly, proposed its dream package. It is unfortunate that an employer cannot put immediately on the table what he knows is a reasonable offer. However, like the Arab traders who hold a man in contempt if he accepts the first outrageous price the traders ask for their goods, initial union offers are not expected to be accepted by the employer. Moreover, the union will always maintain that the initial demands constitute a fair agreement for both sides. A superintendent, asked to formulate a counter-offer, should exercise his imagination in like manner and should similarly maintain that it would be fair for both sides. He should also keep in mind that if the parties eventually agree to submit their demands to binding arbitration as allowed by Act 195, arbitrators generally split the differences between the two parties. He should ascertain that those differences are things he and his board can live with. This suggested procedure smacks somewhat of Machiavelli, but no matter how principled one is, he cannot sacrifice pupil and taxpayer interests because of his principles. The negotiations game has rules, and if one engages in the contest, he had better understand those rules.

Consultations.

All through the negotiations, the board negotiations committee reported the progress of negotiations to the other board members asking their advice and support. For instance, each board member was polled on several occasions as to the amount of additional money he/she was willing to authorize for settlement. This is a good practice which should have the full support of the superintendent. Then, the resulting decision is a board decision - not a committee-of-the-board or administrator decision.

February 16, 1978

In the absence of the teachers' chief negotiator, the PSEA representative, a paid professional negotiator who was present at most of the negotiating sessions took over. He presented a counter-proposal. The board caucused in the superintendent's office for fifteen minutes. The superintendent indicated that he would analyze the counter-offer and have the analysis ready prior to the next meeting.

The board resumed its meeting with the teachers. It is important to note, here, that both parties were working with three documents - the soon-to-expire contract, the teacher proposal (and its successors) and the board proposal (and its successors). There would be much wrangling on both sides as to which document to use. Obviously, if one side can get the other to refer continually to its own document, the former has won a concession. At this session, it was agreed to use the teacher proposal and go through it step by step.

Since the first two pages of the January 9 teacher proposal were identical to the language of the 1976-1978 contract, the board had no trouble accepting the conditions on those pages. However, starting on page 3 there appeared a number of additional items none of which appeared in the current contract. They are worth covering in detail because several of them remained stumbling blocks to agreement right down to the last day of negotiations.

ITEM XI. SEPARABILITY

> In the event any article or any part of any article of this Agreement is held contrary to law and therefore void and unenforceable, such article or part of any article shall be separated from this Agreement, along with any other part of this Agreement affected by such separation, but the remainder of this Agreement shall continue in full force and effect.
>
> In the event any article or any part of any article ... is held contrary to law and therefore void and unenforceable, the Article in question will be negotiated within thirty (30) days.

The first paragraph of this provision is a perfectly acceptable statement and should be part of any contract, for one does not want to renegotiate an entire contract because one provision of that contract has been declared illegal. But it is the second paragraph which causes the trouble. Here, the union wants to reopen negotiations on the voided article, a concession that boards and superintendents should stoutly avoid because of the possibility of financial concessions that might have to be made well after a budget has been formulated.

ITEM XIII. SAVINGS CLAUSE

> Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

What this article states is that areas not covered by a new agreement and previously existing are to be maintained if they were of benefit to the employe. Its real name is the "maintenance of standards" clause and it should be avoided by management like the plague. It is a real headache for administrators who are policing a contract to find out that employes not only have rights explicitly stated in contract language, but also rights which are not stated in the contract. For instance, if teachers and students traditionally enjoyed half-days of vacation immediately prior to a Christmas holiday, a new administrator would have to dismiss school as his predecessor had done whether he thought such a precedent were worthwhile or not. Yet, such language sanctioning a half-day of vacation would not appear in the contract. The catch-all maintenance-of-standards clause (savings clause, here) would prevail.

ITEM XIV. JUST CAUSE

> No member of the bargaining unit shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation, transferred, deprived of any professional advantage, or given an adverse evaluation of his professional services, without just cause.

This provision hamstrings both top and middle management. For instance, what is a reprimand without just cause? If a high school principal makes a remark to a teacher concerning the latter's lack of performance, does he violate this provision? If the principal writes an evaluation contrary to the expectations of a teacher, is that an unjust evaluation? Both of these kinds of situations have resulted in arbitration cases costing school districts the valuable time of its administrators and money for lawyers' fees simply because of a Just Cause clause in a contract. Note, also, that the union has included transfer of teachers in this provision. The reader will see it elsewhere as well.

ITEM XV. SENIORITY

> Seniority shall begin from the point of original hiring. Seniority shall be considered to be the total length of service in the school district whether continuous or interrupted. Seniority shall be district-wide including elementary and secondary. Seniority shall not be dependent upon the area of certification being taught. Seniority shall accrue to a teacher according to years of service in any and all areas of his certification.

Simply stated, seniority is well-defined by the Commonwealth of Pennsylvania School Code. The language above is totally superfluous and should not clutter a contract.

ITEM XVI. POSTING OF VACANCIES

> The Association Secretary shall be notified immediately of any vacancy for which applications are being accepted.
>
> Any new position shall contain a job description, qualifications, and salary. The position shall also be described as to tenure status, interruption or termination of seniority, bargaining unit status, and benefits gained or lost.

Not only does the union's language totally interfere with management prerogatives, it poses a real cost factor. To conform to the letter of this provision would cost central office personnel a great deal of clerical time which translates in terms of wages. There are simpler ways to accomplish the aims of this provision which satisfy all parties. At any rate, how could one circular be made which would itemize the benefits gained or lost by all employes? Not all employes enjoy identical benefits or are at the same salary step. Indeed, personnel on a 180-day schedule working for an additional month at their per diem rates might actually lose money in accepting a supervisory position which requires a twelve-month commitment (with one month vacation) at a flat salary. Also, they lose one month of vacation time.

ITEM XVII. TRANSFER

> Transfer should be made with the consent of the person or persons involved. Any involuntary transfers will be on the basis of seniority. Transfer shall be defined as a change in assignment in grade level, subject matter, responsibility, or work site.

This is the classic example of emasculating management. Picture a senior high principal attempting to make his teacher-pupil schedule over the summer. All the teachers have left and there he is needing to shift a number of assignments around to accommodate the choices of his students. For instance, Miss Jones has had five sections of seventh-grade English. She is certified to teach English 7-12. He wants to give her three sections of seventh-grade English and two sections of eighth grade English. Nor is Miss Jones' schedule the only problem. The principal is faced with identical problems in other subject areas. Additionally, he wants to change supervisory assignments in the lunch room, halls and lavatories. Aside from the problem of trying to get in touch with his vacationing faculty, he must decide who is senior to whom, and whether he can effect any transfers without the consent of his staff since transfers "should be made with the consent of the person or persons involved." The transfer clause is loaded with ambiguities and lends itself readily to dispute. As a further example, what does the second sentence in this item mean? Is a senior member to be transferred involuntarily?

ITEM XVIII. THE COLLECTION, MAINTENANCE, AND DISSEMINATION OF TEACHER RECORDS

A. Any member of the bargaining unit shall have the right at any reasonable time to review the contents of his personal file. He shall also have the right to obtain copies of any item or items in his file.

B. An employe shall have the right to submit a written commentary to any material placed in his file, and such written comment shall be attached to the item in question in his file.

C. Nothing derogatory or unfavorable toward an employe shall be placed in his file unless the employe has first been presented with a copy of such material and has had a right to respond, in writing, to such material. Such response shall be attached to the material and made part of his file. Derogatory material shall be purged after three years of satisfactory service.

D. No unsigned or improperly identified item shall be placed in an employe's file. Any material that cannot be verified shall not be placed in an employe's file.

E. The employee shall have the right to initial and date each page of any material in his file.

> F. The examination of an employe's file shall be limited to qualified professional supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

As a matter of fairness, there is much in this provision which should be in a contract. However, there is some language which is objectionable. For instance, if a teacher has been negligent and it is serious enough to be a matter of record, and, if that material is purged, a new administrator would be at a disadvantage should the employe repeat his former negligence. Certainly, he would lack the kind of evidence a court would need to uphold a dismissal based on persistent negligence. Item F is a real problem. Often, central office staff review files to verify dates of employment, dependents, etc. If such legitimate use of personnel files has to be documented each time, a great deal of efficiency is lost in each such transaction.

XIX. MEETINGS OR HEARINGS

> Whenever any member of the bargaining unit is required to appear before any supervisor, administrator, board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment, or the salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings or interview, a copy of any agenda to be followed, a listing of the people who will be in attendance, and shall be entitled to have a representative of the Association present to advise him during such meeting or interview. Prior notice shall mean at least twp working days before such meeting.

Here, again, there are some perfectly reasonable statements which are fair to both teacher and board. However, the language requires such particulars which may render the meeting itself subject to grievance procedures. Suppose that the administrator does not send the employe a copy of the agenda. Suppose that there is no formal agenda. Do such omissions render the hearing procedure subject to grievance? Worse, if a principal summons an employe before him to warn him that future negligences will not be tolerated, must the principal go through the procedure outlined above? Does such a meeting "adversely affect the continuation of that employe in office?" Will a principal be reluctant to employ justifiable,oral reprimands for minor, teacher oversights because of such contract language?

XX. RESIDENCY

> There shall be no attempt on the part of the school district to unilaterally impose a residency requirement on members of the bargaining unit. Place of residence shall not be a condition of employment or advancement.

Although this provision was conceded by the union early in negotiations, it is included here to demonstrate the kind of irrelevance unions are prone to put into their proposals. This is an irrelevant item because several Clarion Area teachers live in adjoining communities and such out-of-district residence has never been an issue with the board. Unions often argue about what could happen. Paradoxically, when management uses the same hypothesis, unions use the argument that such things never occurred in the past.

ITEM XXI. EMPLOYEE PROTECTION

A. The School Distict shall reimburse members of the bargaining unit for any loss, damage, or destruction of clothing, or personal property of the individual while on duty in the school, on the school premises, or during a school sponsored activity.

B. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another teacher or student.

C. In the case of any assault upon a teacher the school district shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority.

D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the school district shall provide legal counsel of the teacher's choice and render every assistance to the teacher in his/her defense.

The first thing to note is that most of this provision is largely irrelevant to Clarion Area School District. The second thing to examine is that school districts that are willing to sudsidize teacher expenses to the extent these provisions do had better include a lot of money in their budgets. Aside from proving whether damages to people and property are school-related, such provisions as are found in Item XXI would have a district paying legal costs even if a teacher were patently guilty of assaulting students.

ITEM XXII. PROFESSIONAL RATINGS

> Teachers shall be rated as satisfactory or unsatisfactory as opposed to being scored on some numerical syatem. The Adminsitrator will, within fifteen days following the observation, give the teacher a written evaluation of his or her performance, noting the strengths and any weaknesses, and including any recommendations for improvement.

The Pennsylvania School Code calls for a numerical rating system. Although schools may use simple satisfactory or unsatisfactory ratings as professional evaluations, when they do, seniority is the guiding principle when laying off employes because of declining enrollments. Without going into the many complications such a method involves, districts that rely strictly on satisfactory/ unsatisfactory ratings in Pennsylvania may have to lay off some of their abler teachers because they conceded the numerical rating system to the union in the master contract. In Clarion Area School District, numerical ratings would determine who stays and who goes in the instance cited above. The higher a teacher's numerical rating, the stronger his position. The rating is tied to administrator observations which are written and shared with the teacher. The latter is free to write a rebuttal, but the rating stands.

ITEM XXIII. REDUCTION IN FORCE

> Any reduction in the number of professional staff shall be on the basis of seniority.

As the reader may observe, this provision is linked to the previous one .

To restate, the areas discussed above, Items XI through XXIII, are emphasized because they are alluded to throughout the negotiations and certain items and provisions of items were real bones of contention barring an early settlement.

Thus, the meeting of February 16, 1978, was largely concerned with a discussion of the foregoing items and some areas in APPENDIX B - SUPPLEMENTAL CONTRACTS of the teacher January 9, 1978 proposal. The board had had the superintendent draft a second contract proposal which added $100 to each step of the three-year board proposal and hospital-dental increases at the dollar rate paid during the 1977-1978 school year plus 5% of the basic premium.However, in light of the board's wishes to examine the new salary proposal offered by the teachers, the board committee did not make this offer. The meeting adjourned at 9:30 P.M.

The reader may now have a more comprehensive understanding of what the superintendent was doing and would do through the life of these negotiations. The management views expressed following the reproduction of Items XI through XXIII on the foregoing pages were stated by the superintendent in caucuses with both the board committee and the entire board itself. These views, tested and modified in conversations with board members in committee, often found themselves framed as board counter-proposals which eschewed teacher contract language entirely or restated the provisions in language acceptable to management.

February 28, 1978

Between this date and February 16, 1978, the superintendent costed out the CAEA amended proposal relative to salary. Figure 7 indicates that while dollars were shuffled around, the total teacher concession amounted to a total of

$1500 less than the first proposals. Note that the board never attempted to evaluate the M+15 or B+36 areas. This was an early strategy suggested by the superintendent and adopted by the board. It was felt that such limited evaluations would convince the teachers that their salary proposals in these two respects would never ever receive serious board consideration. As a result, these demands were dropped relatively early in negotiations between the parties. Also, in estimating the costs of the new teacher proposal, the reader may note that the superintendent used the teacher profile.

The board chief negotiator distributed the district's second proposal which was mentioned on the previous page. It caused consternation on the teachers' part who felt the board was not moving fast enough. The board, at this point, had made no concessions in contract language, and, in effect, the new proposal offered the teachers $700 across the board for each of three years with all hospital benefits as of 1977-78. The salary proffered represented a $100 raise for each of three years over the board's original proposal.

When the teachers' chief negotiator cited the board's "lack of movement," the board's chief negotiator was able to cite a corresponding lack of movement using the analysis provided by the superintendent (figure 7, pages 60, 61).

Another point of contention arose. The teachers wanted to use their contract proposal as a joint board-teacher working document. The board wished to use its proposal or the 1976-78 contract as a jumping-off point. The reader will remember that

ANALYSIS OF CAEA - 2nd Contract Proposal - SALARY
BACHELOR'S AND MASTERS ONLY
1978-79

	1st Proposal		2nd Proposal		Diff
	B	M	B	M	
1					
2					
3		12,000 (1)		12,100 (1)	+100
4	11,900 (2)		11,800 (2)		-200
5					
6	12,500 (4)		12,500 (4)		± 0
7					
8					
9	13,400 (1)		13,400 (1)		± 0
10	13,700 (3)	14,100 (3)	13,700 (3)	14,100 (3)	± 0
11	14,000 (1)		14,000 (1)		± 0
12	14,300 (2)	14,700 (2)	14,400 (2)	14,800 (2)	+400
13	14,600 (4)	15,000 (3)	14,700 (4)	15,100 (3)	+700
14	14,900 (1)	15,300 (5)	15,000 (1)	15,400 (5)	+600
15	15,200 (1)		15,300 (1)		+100
16	15,500 (1)	15,900 (1)	15,600 (1)	16,000 (1)	+200
17	15,800 (1)	16,200 (1)	15,900 (1)	16,300 (1)	+200
18	16,100 (1)		16,300 (1)		+200
19		16,800 (2)		17,000 (2)	+400
20	16,700 (9)	17,100 (1)	16,600 (9)	17,300 (1)	-700
21		17,400 (16)		17,300 (16)	-1600
			TOTAL DIFFERENCE		+400

OR, SECOND PROPOSAL (78-79 SALARY) COSTS OUT TO $400 MORE THAN FIRST PROPOSAL

Figure 7

ANALYSIS OF CAEA - 2nd Contract Proposal - SALARY
BACHELOR'S AND MASTERS ONLY
1979-80

	1st Proposal		2nd Proposal		Diff
	B	M	B	M	
1					
2					
3					
4		13,400 (1)		13,250 (1)	-150
5	13,300 (2)		13,150 (2)		-300
6					
7	13,900 (4)		13,850 (4)		-200
8					
9					
10	14,800 (1)		14,750 (1)		- 50
11	15,100 (3)	15,500 (3)	15,050 (3)	15,450 (3)	-300
12	15,400 (1)		15,450 (1)		+ 50
13	15,700 (2)	16,100 (2)	15,750 (2)	16,150 (2)	+200
14	16,000 (4)	16,400 (3)	16,050 (4)	16,450 (3)	+350
15	16,300 (1)	16,700 (5)	16,350 (1)	16,750 (5)	+300
16	16,600 (1)		16,650 (1)		+ 50
17	16,900 (1)	17,300 (1)	16,950 (1)	17,350 (1)	+100
18	17,200 (1)	17,600 (1)	17,350 (1)	17,750 (1)	+300
19	17,500 (1)		17,650 (1)		+150
20		18,200 (2)		18,350 (2)	+300
21	18,100 (9)	18,500 (1)	17,950 (9)	18,650 (1)	-300
22		18,800 (16)		18,650 (16)	-2400
			TOTAL DIFFERENCE		- $1900

OR, SECOND PROPOSAL (79-80 SALARY) COSTS OUT TO $1900 LESS THAN FIRST PROPOSAL

TOTALS OF 78-79 AND 79-80 2nd PROPOSALS = $1500 LESS THAN FIRST PROPOSALS (BACHELOR'S AND MASTER'S ONLY)

Figure 7 (cont.)

a similar controversy arose on February 16. There, the board agreed to discuss the teacher document. There was no resolution of this problem and both sides agreed that a temporary moratorium be placed on formal proposals. Further, the board agreed to work on the supplemental contract proposal covering salaries for extra-curricula activities. Both sides affirmed that they would examine differences in contract language which were serious points of contention. The meeting adjourned at 10:15 P.M.

March 15, 1978

At this meeting, the teachers proposed changes in contract language (see figure 8) one of which was an item from the original school district proposal - Statutory Savings Clause, Conformity to Law. Only the last line had to be deleted from the revised teachers' proposal on this provision. Additionally, the first ten items of the initial teacher proposal were mutually agreed upon. These items had been copied verbatim from the currently expiring 1976-1978 contract. No other item represented in figure 8 was agreed to by the board. However, the supplemental salary schedule was approved by both sides. This schedule, prepared by the superintendent at the behest of the board did not allow for six additional positions requested in the original teacher proposal, but did include an additional cheerleading position and minor improvements such as one extra increment over the two-year period.(See appendix F - Final Contract.)

Most of this rather long session was an argument over the validity of items named in figure 8 and amplified on previous pages. However, the board was working from the teacher proposal

ARTICLES FOR DISCUSSION - 3/15/78

1. Both sides agree on Articles I through X of the old (76-78) contract. Also, agree on two-year contract.

2. CAEA agrees to accept board Article XII - Savings Clause, Conformity to Law, dropping its ITEM XI - SEPARABILITY (see page 49).

3. Union strikes the word "transferred" from ITEM XII, JUST CAUSE (see page 50).

4. Union leaves language of ITEM XIII - SENIORITY intact. (See page 51).

5. Union agrees to strike its ITEM XIV - POSTING OF VACANCIES (page 51) for board language found in eventual 1978-80 contract.

6. New language on ITEM XVII, TRANSFER is proposed as follows:

   > Prior to any transfer, the affected employe(s) will be consulted and apprised of the need for such transfer. Whenever possible, a qualified volunteer transfer will be used. A teacher administratively transferred will have the first option for any vacancy for which he or she is qualified that occurs. Transfer shall be defined as a change in assignment in grade level, subject matter, responsibility, or work site.

   This new transfer language proposed by the union is not accepted by the board.

7. Union proposes two changes in ITEM XVI, THE COLLECTION ... OF TEACHER RECORDS (pages 53, 54). Insert "non-confidential" between "any" and "item" in the last line of provision A. Also, delete the last sentence in provision C.
   This item, as amended, is still unacceptable to the board.

8. ITEM XVII - MEETINGS OR HEARINGS (page 54) is presented again unchanged and still unacceptable to the board.

9. ITEM XVIII - EMPLOYEE PROTECTION (page 56) contains only provisions A. and D. The board does not accept the remaining provisions.

10. ITEM XX - RESIDENCY is dropped by the union (page 55).

11. ITEMS XXII and XXIII dealing with professional ratings and reduction in force (page 57) are restated by the union and rebuffed by the board.

Figure 8

was a concession to the union. The arguments for board resistance have already been stated. They were to be stated and re-stated time and time again over the life of these negotiations.

There were caucuses during this session. At one of these caucuses, some members of the negotiating committee asked the superintendent what his objections were to the modified language the teachers had presented in some of their revised proposals. Item XVIII dealing with teacher records was a case in point. The reader may wish to review the arguments offered against this proposal on page 54. The purpose of this writer's mention of this item is not to call attention to the proposal but to remind the reader that board members were under constant pressure to come to an early agreement with the union. Item XVIII is especially pernicious in that parts of the provision are eminently fair. Of course, the union will push for inclusions of provisions which have language that sounds eminently reasonable but contains phrasing that make administrators' lives nightmares. Thus, the superintendent must be on constant guard to warn his board of such semantic legerdemain.

The meeting adjourned at 11:15 P.M.

Comment.

The writer would be remiss if he did not emphasize the value of caucuses during negotiations and the necessity for a superintendent to be an active participant in such caucuses. The Clarion Area Board of Education was not conceding the kinds of provisions found in figure 8 because the superintendent pointed out the disadvantages the school district would endure if they allowed such provisions into the master contract. In such caucuses and committee meetings, he cited relevant examples of how these and other proposals would handicap an administrator and interfere with the board's own mandate.

An illustration may suffice, here. When this superintendent was hired, one of the board's mandates was to make middle management and teachers more effective. To this end, the superintendent formulated management performance objectives with his principals to effect the board's purposes. One of these objectives was for administrators to rate each teacher on the basis of four classroom observations. These ratings, in numerical form, were to be tied to the observations in addition to other observable data such as punctuality and efficient disposition of non-teaching assignments. The numerical ratings were an important aspect of this exercise because principals would be able to demonstrate real differences between instructors. To rate teachers "satisfactory" or "unsatisfactory" would establish only two divisions of proficiency rather than delineated ranges of competency or incompetency. Since only one teacher received an unsatisfactory rating, a non-numerical system would simply indicate an unmeasured range of satisfactory performances. Thus, both principals and teachers could hide under these umbra and life would go on precisely as it did before.

However, a numerical difference establishes that administrators are looking closely at teacher performances and explaining those differences to teachers in narrative and numerical form. One of the obligations accepted by the principals was written and oral explanation of the numerical ratings in individual conferences with teachers. As to the argument offered by some teachers that administrators cannot evaluate teacher performances numerically, it is the same system teachers use to evaluate their students.

The reader may now understand why the board was reluctant to cede such points as professional ratings to the union. Such a cession would work against their own mandate. Yet, if a superintendent does not make such dangers clear to board members, proposals inimical to the efficient operation of a school district find their way into legally binding contracts.

March 22, 1978

Much of this meeting involved discussions of contract language emphasized earlier in this paper. Later in the session, the parties discussed APPENDIX C and APPENDIX D of the January 9 original teacher proposal. The reader will note that the board had completely abandoned working from its own document and was working almost solely from the teachers' proposals. While the superintendent did not favor this approach, it was far less important than other interests for which he stood more resolutely. Some minor agreements were reached on the appendices identified above, but not much of substance occurred at this time. The meeting adjourned at 10:22 P.M.

April 6, 1978

(The reader should consult appendix C - CLARION AREA EDUCATION ASSOCIATION ORIGINAL CONTRACT PROPOSAL, JANUARY 9, 1978 in order to follow the ensuing discussion more easily. Whenever the writer mentions "original teacher proposal," he is citing this proposed contract.)

The early discussion centered on Items XIV through XVI, APPENDIX C of the original teachers' proposal. Item XIV refers to "Maintenance of Membership," a standard clause in most teacher-board contracts. However, the superintendent advised the board that the clause, as written by the union, was incomplete. The language did not include phrasing explaining that employes could resign from the union under certain conditions.

Item XV asked for increased dental insurance. An analysis provided by the superintendent indicated that Clarion Area teachers were far and away the best insured group in Clarion County.

Item XVI asked for vision insurance. While the teachers did not enjoy this benefit, the board's total insurance package was such that it could ill afford additional insurance payments of this nature.

Item XVII requested a sick leave bank where days could be used by teachers who had run out of sick leave. Such days would be stored by teachers who had sufficient unused sick days. Not only would this provision be difficult to keep track of, the legality of the item has yet to be proved in court.

Item XVIII of APPENDIX C paraphrased the School Code with the first two sentences (an unnecessary inclusion in any contract), but then it stated: "Sick days may be used in the event of a serious immediate family illness." This addition bordered on the ludicrous since sick days are spelled out in the School Code in terms of the employe only. State auditors, who inspect district financial records, would have a field day with such a provision.

Item XIX increased the longevity increment paid as a result of the 1976-78 contract from $100 per year up to a maximum of ten years to a maximum of twenty years. That is, when an employe retires after a minimum of five years of service in the district, he is eligible for an additional payment of $100 per year up to a maximum of ten years ($1000). Item XIX would double this longevity increment.

While the board did not concede any of the above areas to the union at this meeting, compromise was reached on Items XXI and XXII, APPENDIX C. It was agreed not to put these items into the contract. Rather, the board agreed to formulate a board policy to effect XXI. Item XXII was a fait accompli. The reader will note that Item XXI asks for association delegates to be allowed to go to association meetings if they reimbursed the board for the costs of substitute teachers, if necessary. The board allowed this up to a total of six days. Additionally, this provision requests copies of the board's minutes and the agenda for upcoming meetings. This provision also became part of board policy. However, a provision dealing with the association president's travel was denied.

Item XXII. called for eight or more half-days of in-service. No contract should contain such language, but, as a matter of fact, this superintendent had already planned for eight half-days for teachers to initiate and complete written curricula. The demand was superfluous and was dropped.

At the conclusion of this session, both sides agreed that except for partial agreements, negotiations were at an impasse. At this point, the following areas were unresolved wholly or partially (refer to teachers' proposal, this document's appendix C):

1. page 3, XIV. JUST CAUSE
   page 4, XV. SENIORITY
   XVI. POSTING OF VACANCIES
   XVII. TRANSFER
   XVIII. THE COLLECTION ... OF TEACHER RECORDS
   page 5, XIX. MEETINGS OR HEARINGS

The foregoing six items became known as the "famous (or infamous) six." They would haunt both sides right down to the day of tentative settlement. Items XXII - Professional Ratings and XXIII - Reductions in Force on page 6 were also at issue.

page 7, APPENDIX A - Wage and Salary Provisions
Except for agreement concerning the length of contract.

APPENDIX C

page 10, I. Personal Leave Days
III. Hospitalization, Medical, Surgical, Major Medical
page 11, VI. Inservice Days
VIII. Dues Deductions

page 12: XV. Dental Insurance
XVI. Vision Insurance
XVII. Sick Leave Bank
XVIII. Sick Days
XIX. Longevity Increment
page 14: APPENDIX D - Hours of Work etc.

The April 6, 1978 meeting adjourned at 10:15 P.M.

May 15, 1978

This meeting was attended not only by representatives of the respective parties, but also by a state mediator. Act 195 stipulates:

> ...the parties may voluntarily submit to mediation but if no agreement is reached within twenty-one days after negotiations have commenced, but in no event later than one hundred fifty days prior to the budget submission date and mediation has not been utilized by the parties, both parties shall immediately call in the service of the Pennsylvania Bureau of Mediation.[12]

As a matter of form, both sides had notified the state in February that an impasse had been reached. However, they had not requested the services of a mediator until May 15, 1978 which was only forty-five days before the last possible day for budget submission - June 30, 1978.

This session made the state mediator familiar with the areas of impasse between the two factions. The format for this stage of negotiations is interesting. Generally, the mediator calls both sides together and has each side state the areas of disagreement. This procedure is to ascertain that both sides agree as to where they disagree. Then, the mediator has each side caucus and meets with each separately trying to find just how hard the positions of each really are. Of course, he is also looking for areas of consensus. His role is not to favor either side; his role is simply to effect an agreement.

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[12] Pennsylvania School Boards Association. op. cit., p.11.

Boards and superintendents must recognize the mediator's role. Primarily, he is not interested in tax structures, class sizes, teacher benefits, etc. Often, he is involved in many unsettled negotiations sessions covering wide geographic areas. His barometer of success is measured by how many districts he can help reach settlements. What those settlements are or what they cost the taxpayer is largely irrelevant to his concerns. This is not to suggest that state mediators are either teacher or board-oriented. It is to say that their aims are entirely different from either teacher or board aims. Therefore, boards and superintendents must not be stampeded into settlements with which they cannot live because of mediator pressure.

At the conclusion of the May 15 meeting, the state mediator noted the deadlock, remarked that as far as he was concerned neither party was ready to move that evening and set a date for the next meeting - June 20, 1978. The parties adjourned at 9 P.M.

June 20, 1978

With the budget adoption date less than ten days away, the board initiated a comprehensive offer to break the log jam. This offer had been reviewed with the total board the previous Wednesday. In fact, the board had authorized its committee to settle up to $1100 in salary for each of two years. The chief negotiator for the board proposed the following conditions which largely retained the conditions of the teachers' 1976-78 contract except as noted:

1. $1000 across the board for each teacher for each of two years.
2. $50,000 major medical benefits and emergency room medical care.
3. life insurance of $12,500 for each of two years for each teacher.
4. one paid in-service day.
5. two personal days cumulative to a maximum of three.
6. the first sentence of the employee protection provision (see page 5 of teachers' original proposal).
7. a board policy statement on association business, Item XXI - page 13 of teachers' original proposal (which had been informally agreed to earlier).

The teachers caucused and returned with a counter proposal:

1. they would trade off Professional Ratings if they could have Just Cause.
2. they would accept a simple statement on Transfer which would have the employee consulted with and apprised of the need for a transfer.
3. they would consider other language in Meetings and Hearings.

4. they would accept a simple statement which would allow a teacher to protect himself or use force to prevent injury to a student or another teacher (Employee Protection).

5. they wanted the longevity increment at $100 for twelve years the first contract year, and $100 for a maximum of fifteen years for the second year of the contract.

6. life insurance would be raised to $15,000 per employee.

7. personal leave would be increased to two days per year cumulative to a maximum of three days.

8. they would accept the hospitalization and dental plans presently existing.

9. they would drop their demands for vision insurance, Sick Days and Sick Leave Bank. In return, they would require a board policy statement which would consider relief for those teachers who ran out of sick days.

10. they offered a revised salary proposal which eliminated their demands relative to B+36 and M+15. (See figure 9., pages 74, 75).

At this point, both sides had made substantial moves for a settlement. The board negotiator indicated that his committee would need time to analyze the teacher proposal in depth. The meeting adjourned at 10 P.M.

Interlude.

Between June 20, 1978, and July 27, 1978 (the next scheduled meeting), the entire board met to consider the latest teacher proposal. The superintendent had analyzed the teacher salary demand which would result in a payment of $1232 per teacher and $1242 per teacher bachelor and master's degree respectively

Examination of CAEA June 20, Salary Proposal

1978-79

Bachelor's Amt.* of Increase	STEP	B Schedule	M Schedule	Master's Amt.* of Increase
	1	10,700	10,800	
	2	11,000	11,300	
	3	11,300	11,600	+1100 x 1
+1100 x 2	4	11,600	11,900	
	5	11,900	12,200	
+1200 x 4	6	12,300	12,600	
	7	12,600	12,900	
	8	12,900	13,200	
+1200 x 1	9	13,200	13,500	
+1200 x 3	10	13,500	13,800	+1200 x 3
+1200 x 1	11	13,800	14,100	
+1300 x 2	12	14,200	14,500	+1300 x 2
+1300 x 4	13	14,500	14,800	+1300 x 3
+1300 x 1	14	14,800	15,100	+1300 x 5
+1300 x 1	15	15,100	15,400	
+1300 x 1	16	15,400	15,700	+1300 x 1
+1300 x 1	17	15,700	16,000	+1300 x 1
+1400 x 1	18	16,100	16,400	
	19	16,500	16,700	+1400 x 2
+1200 x 9	20	16,500**	17,100	+1200 x 17***
(+1232)				(+1242)
TOTALS		$451,900	$557,700	$1,009,600 +$89,500 +3.89 mills

Average B increase = +1232
Average M increase = +1242

* Over 77-78 Schedule
** No 20th Step in proposal
19th Step duplicated
*** Steps collapsed from 21

Figure 9

Examination of CAEA June 20, Salary Proposal

1979-1980

Bachelor's Amt.* of Increase	STEP	B Schedule	M Schedule	Master's Amt.* of Increase
	1	11,500	11,800	
	2	12,000	12,300	
	3	12,300	12,600	
	4	12,600	12,900	+1300 x 1
+1300 x 2	5	12,900	13,200	
	6	13,300	13,600	
+1300 x 4	7	13,600	13,900	
	8	13,900	14,200	
	9	14,200	14,500	
+1300 x 1	10	14,500	14,800	
+1300 x 3	11	14,800	15,100	+1300 x 3
+1400 x 1	12	15,200	15,500	
+1300 x 2	13	15,500	15,800	+1300 x 2
+1300 x 4	14	15,800	16,100	+1300 x 3
+1300 x 1	15	16,100	16,400	+1300 x 5
+1300 x 1	16	16,400	16,700	
+1300 x 1	17	16,700	17,000	+1300 x 1
+1400 x 1	18	17,100	17,400	+1400 x 1
+1300 x 1	19	17,400	17,700	
	20	17,800	18,000	+1300 x 2
+1300 x 9	21	17,800**	18,400	+1300 x 17***
(1306)				(1303)
TOTALS		$492,400	$603,300	$1,095,700 +86,100 +3.74 mills

* Over 78-79 Schedule

** No 21st Step in proposal
20th Step duplicated

*** Steps collapsed from 22

Figure 9 (cont.)

the first contract year, and a payment of $1306 per teacher and $1303 per teacher bachelor degree and master's degree respectively the second contract year. Some teachers would receive more or less as the figures indicate on pages 74, 75 of this report. However, the mean salary is stated for the sake of simplicity. Most of the obnoxious language remained in this latest teacher proposal with the exceptions noted on pages 72, 73 of this paper.

The board had to make a decision whether to loosen the restrictions on its negotiating committee. The reader will recall that a $1100 maximum on teacher salary increases existed at this time. The board showed no inclination to move from that position. As to contract language, the superintendent had recognized a possible split within the board negotiating team and its effect on other members of the board. This difficulty was discussed on pages 43, 44 of this report. It deserves a fuller treatment, here.

To prevent members of the negotiating committee from squabbling over the relative merits of some of the contract language which the superintendent was fighting for, the superintendent prepared five statements on Maintenance of Staff, Just Cause, Transfer, Employee Protection and Meetings and Hearings. These statements appear on page 77, figure 10. A comparison of these statements to their counterparts on pages 50-57 of this report reveals how diluted they are. As an example, compare the "employee protection" provisions on page 56 to the single sentence on page 77. As an aside, Maintenance of Staff is an evolution of Reduction in Force (see page 57).

SUPERINTENDENT'S AMELIORATION OF CONTRACT LANGUAGE, JUNE, 1978

MAINTENANCE OF STAFF

In the event a reduction in the work force becomes necessary, the employer agrees to make a reasonable effort to reduce through attrition. If reductions through attrition are not possible, professional employees certified to teach in available subject positions shall be given an opportunity to remain on the active faculty. "Available subject positions" means vacancies in subject or grade assignments arising out of professional resignations or retirements, or appropriate increases in student enrollment which require the employer to seek replacements or additions to the professional staff. The district will assist on-staff professional employees in obtaining emergency certification in conformance with the spirit and letter of Section 1201 of the School Code so as to allow,where possible, potentially displaced employees to remain on the active faculty.

JUST CAUSE

No member of the bargaining unit shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage or given an adverse evaluation of his professional services by the Superintendent , Board of Education, or Board of Education Committee without just cause.

TRANSFER

Prior to any transfer, the affected employee(s) will be consulted and apprised of the need for such a transfer.

EMPLOYEE PROTECTION

A teacher may act reasonably to protect himself from physical harm or to prevent a physical attack or injury to another teacher or student.

MEETINGS OR HEARINGS

When a bargaining unit member is required to appear before the Chief School Administrator and/or the Board or any Board Committee concerning a matter which could adversely influence the continuation of an employee in his position,employment or salary, or any increments pertaining thereto, he or she shall be given two days written notice. The notice will include the reason(s) for the meeting(s) and a list of the people who the Administration will invite to attend. The employee shall be entitled to have a representative of his choosing present to advise and respresent him/her during the meeting(s).

Figure 10

The superintendent suggested that this language should be bartered for meaningful concessions from the union singly. To that end, using a paper cutter, he sliced the information found on page 77 into five segments so that the board negotiators would, indeed, employ these items as single units instead of surrendering them in a batch. The superintendent was still hopeful that none of these items, even in diluted form, would find their way into the final contract.

Such obstinacy may seem unreasonable, but,as a principle, superintendents must be wary about the number of items which clutter up contracts. Secondly, he must anticipate the inevitability of union attempts to add to items previously written. For instance, even though the "employee protection" clause as written on page 77 is relatively harmless, one can rest assured that when the next round of talks begins, the union will press for paid legal representation for its members if it has achieved any language short of this in prior negotiations.

On June 29, 1978, the school district budget was passed with two board members voting "nay." This budget called for a ten mill hike in real estate taxes.

By this time, there was some talk of a strike because August 30, 1978, represented the last day of the 1976-78 contract and it was getting late. The additional ten mills of real estate taxes caused a relatively mild stir except for the editor of the local paper who took advantage of the occasion to take a few pot shots at the superintendent and the board.Paradoxically, he did not place any blame on the teachers whose projected raises and benefits cost the taxpayers four mills of that increase.

Additionally, some staff members were given to understand that the intransigence of the board was due to the superintendent who was making the board take an unreasonable stance. It is interesting to note that even though a superintendent may remove himself from the actual arena of negotiations, he may be associated with any negative fallout emanating from the scene. How much greater the mud might have splattered had he been closer to the mud-pile!

July 27, 1978

This meeting was concerned with a re-hash of agreed-to items. However, salary, payment for inservice days and the difficulties in contract language still held the parties short of agreement. The teachers scaled down the salary proposal for the second year of the contract. If the reader refers to figure 9 and subtracts $100 for each step, he will be able to compute the revision.

The chief negotiators for each side met briefly to iron out some differences, but they were unable to achieve a settlement agreeable to the two parent committees. The state mediator was not able to attend this meeting. Nevertheless, the negotiations did not suffer because of his absence. At 11:35 P.M., the meeting was adjourned.

August 16, 1978

The state mediator was absent, once again, from this meeting. With the contract due to expire August 30, 1978, both sides were anxious to settle. The chief negotiator for the board began by offering the teachers $1100 per teacher for each of the two contract years for 182 days of work per contract year.

Additionally, he offered the compromise in language which the superintendent had prepared for him on Meetings and Hearings (see figure 11).

After a short caucus, the teachers returned. They accepted the compromise language, but rejected the salary offer countering with a demand for $1200 the first year and $1250 the second year for a 180-day work year. Additionally, the teachers demanded two inservice days at per diem salary rates and two personal days cumulative to a total of three days. At this point the board committee caucused.

During that caucus, the board committee pondered its alternatives. In light of its mandate from the parent organization and the realities of the recently adopted budget, the committee decided to offer yet another counter-proposal. It would accept the salary schedule presented by the teachers on July 27 with a $100 reduction in the second year for a work year of 180 days, allow one per diem inservice day, retain the personal day provisions of the previous contract, and eliminate Just Cause and Reduction of Force (Maintenance of Staff) from the teacher proposal. Terminating the caucus, the offer was made to the teacher committee. They, in turn, caucused to consider the amended board proposal.

The teachers returned with the following proposal:

1. eliminate the word "reprimand" from Just Cause.
2. Strike Reduction of Force.
3. Personal Day provision would remain as in 1976-78 contract.

4. per diem compensation for two inservice days.

5. reduce first year compensation of July 27 proposal by $50 the first year, but increase the second year by $50.

The board team caucused to consider the proposal.

When the board committee returned, it made a one-time offer to the teachers. It would accept their latest proposal except for any language inclusion of Just Cause. The teachers accepted this offer following a five-minute caucus. The meeting adjourned at 11 P.M.

Recapitulation.

If the reader refers to the original teacher proposal of January 9, 1978 (see appendix C of this document), he will be able to follow the net results of negotiations which began officially in January. (The reader should also remember that actual preparation for these negotiations began in July, 1977.) The final contract, approved by a majority of the teachers' association and the Clarion Area School Board, appears in appendix F.

Pages 1, 2, and 3 of the teacher original proposal up through Item X - Compiling of Collective Bargaining Agreement, were never in contention and appear in the final agreement as they appeared in the 1976-78 agreement. Item XI - Separability, does not include the second paragraph which would have the teachers able to renegotiate areas of the contract held contrary to law. Item XII - Statutory Savings Clause, never an item of contention, was merged with Item XI. in the approved 1978-1980 contract.

Item XIII - Savings Clause, was an early casualty traded off for the board's dropping of Prior Agreements. It does not appear in the approved 1978-1980 contract.

Item XIV - Just Cause, was the last provision dropped by the teachers in negotiations and does not appear in the final document.

Item XV - Seniority, was conceded by the teachers and does not appear in the final document.

Item XVI - Posting of Vacancies, is in the 1978-1980 contract, but in revised form. The same is true of Item XVII Transfer, Item XVIII - Collection, Maintenance and Dissemination of Teacher Records and Item XXI - Employe Protection. These items were worded in accordance with the superintendent's advice and are reasonable statements fair to both parties. These reworded statements may be examined by reading Items XII, XIII, XIV, and XVI, respectively, in appendix F, CLARION AREA SCHOOL DISTRICT CONTRACT WITH CLARION AREA EDUCATION ASSOCIATION.

Item XIX - Meetings or Hearings, is an item in the approved contract (Item XV) which underwent revision by the board before it was accepted by the board committee. While it is still somewhat obnoxious, it is nowhere near as troublesome as it was in its original form. For instance, in the original teacher proposal, whenever any member of the bargaining unit is required to appear before any supervisor, one had to live up to the terms of the provision. In the revised version, a meeting with the superintendent or the board (or a board committee) is required before the provision applies. Principals may make reprimands without fear of violating the contract.

Items XX - Residency, XXII - Professional Ratings and XXIII - Reduction in Force, do not appear in the 1978-1980 contract.

The final disposition of wages and salary appear in appendix E of this report, Teachers Salaries. Note that the board retained the two salary columns - bachelor's and master's - whereas the teachers had demanded the inclusion of a B+36 and M+15 schedule. Moreover, the $1400 demanded for each of two years was scaled down to an average increase of $1105 the first year and $1120 the second year. However, with the inclusion of two mandated inservice days, the real mean salary netted by each teacher is $1274 the first year and $1302 the second year. Obviously, if the teachers had gained their original demand of $1400/$1400, the per diem salaries for the two inservice days would have been correspondingly higher.

As for the supplemental area, in the original teacher proposal six positions of additional compensation were conceded by the teachers. The board did agree, basically, to the modest increases this area now contains in the 1978-1980 contract.

In APPENDIX C of the original teacher proposal, Item I - Personal Leave Days, was a late casualty. The 1976-1978 provision is in the final contract (78-80) representing no gain by the teachers' association.

Item II - Reimbursement for Credits Beyond Baccalaureate Degree, remained as it was in the 1976-1978 contract. The association had demanded improved language which it did not achieve.

Item III - Hospitalization, Medical, Surgical, Major Medical, was improved from a $20,000 to a $50,000 major medical provision, and, added to that, emergency room care. The original teacher demand was for a $100,000 major medical plan.

Item IV - Life Insurance, was for $20,000 in the original teacher proposal. In the final contract it is for $15,000.

Item V - Tax-Sheltered Annuity, was never a negotiations issue and it continues unchanged in the new contract from its predecessor in the 1976-1978 contract.

Item VI - Inservice Days, was a concession made by the board at the very last negotiations session. What it does is mandate two inservice days at the per diem rate for each teacher and raises each teacher's salary and fixed charges accordingly.

Items VII - Salary Payments; VIII - Dues Deductions; IX - Equitable Savings; X - Income Protection Insurance; XI - Leave of Absence; and XII - Use of Teacher Mail Boxes; were never points of contention nor did/do they represent additional dollars paid/to be paid by the board over the 1976-1978 contract.

Item XIII - Jury Duty, while never a point of contention is phrased to management's preference in the 1978-1980 contract and differs from the language sought in the original teacher proposal.

Item XIV - Maintenance of Membership, is worded as management wished and is one of two verbatim management inclusions. (See this report's appendix C, Board Proposal.)

Item XV - Dental Insurance, is the same provision written into the 1976-1978 contract unlike the teacher's proposal which demanded oral surgery, crowns, perodonic (sic) and orthodonic (sic) work.

Item XVI - Vision Insurance, was conceded by the teachers in the June 20 negotiations meeting and does not appear in the final contract.

Item XVII - Sick Leave Bank, and XVIII - Sick Days, were entirely scrapped and are not in the 1978-1980 approved contract.

Item XIX - Longevity Increment, originally demanded a longevity increment of $100 per year up to a maximum of twenty years, or $2000. As written into the 1978-1980 contract, the longevity increment is for $100 up to twelve years ($1200) in 1978-1979, and $100 up to thirteen years ($1300) in 1979-1980. This represents an improvement in benefits over the previous contract which called for $100 for up to a maximum of ten years ($1000).

Item XX - Homebound and Summer School Instruction, was clarified further in the negotiations process. In the teachers' original proposal there is no specific mention of the seven-hour workday on which such pay is pro-rated. It represents no real change, however, as teachers were previously reimbursed similarly.

Item XXI - Association Business, was dropped from negotiations but incorporated into board policy except for the third paragraph which was dropped entirely. The reader may recall that this paragraph referred to the travel of the association president between schools during his/her free period. The board had allowed these activities (save those involving the president's travel) in previous years.

Item XXII - Flexible Days, was dropped from negotiations because the request was moot. Teachers were enjoying these kinds of days as a result of the superintendent's wishes and board approval.

In Appendix D, Hours of Work and Other Conditions of Employment (original teacher proposal), provision I was incorporated into the 1978-1980 contract which cut five minutes of time from the teacher work day.

Item II was incorporated into the 1978-1980 agreement and is a verbatim reproduction of a similar item in the 1976-1980 contract.

Item III represented a compromise between the previous contract language and what the teachers desired. Only the first paragraph, worded closer to the management version was included. This item clarifies the conditions under which teachers may leave the building during lunch periods.

Item IV was dropped from negotiations because it is irrelevant. Act 195 mandates meet-and-discuss meetings. They do not have to be called once a month as the teacher version demanded.

Item V was also dropped by the teachers. This item, requiring an unnamed number of paraprofessionals, was a cost item the board could well do without.

In APPENDIX E, GRIEVANCE PROCEDURE, two minor additions were made at the initiative of the board and superintendent, In III - Processing (of grievances), one phrase "the evidence including the date of the alleged violation and the suggested remedy" was added as well as a standard grievance form. (See appendix E of this report, 1978-1980 contract, GRIEVANCE PROCEDURE.)

The foregoing data are amplified in terms of evaluation in the ensuing chapter.

CHAPTER V - PROGRAM EVALUATION:
FORMATIVE, SUMMATIVE STAGES

FORMATIVE STAGE

All through the life of this practicum, the role of the superintendent in negotiations was being assessed informally. In meetings with the negotiations committee of the board, and in similar meetings with the entire board, the superintendent, who was providing a plethora of critical data which materially affected both the progress of the negotiations and the final outcome, was continually complimented by board members. However, desiring a more formal assessment from all board members relative to his role in negotiations, the superintendent distributed questionnaires in March, 1978, and asked board members to fill them out. Figure 11 presents both the questionnaire and the results of the formative assessment. Seven of the nine board members responded to this request; three of these were negotiations committee members. (See page 89.) The responses attest to the board's satisfaction.

SUMMATIVE STAGE

There were six specific objectives listed in this report which the superintendent aimed to accomplish. These objectives are restated below. Following the stated objectives are the degrees of attainment, if any. It should be remembered that when a superintendent adopts the role espoused by this writer, the objectives of his efforts are largely in the hands of others. As an example, if a superintendent chooses not to dominate negotiations, the resulting settlement may not be exactly what he would have liked in terms of employe salary,

NEGOTIATIONS QUESTIONNAIRE

March, 1978

The superintendent is providing/has provided complete details on/in:

Circle appropriate numbers below.

	High Satisfaction				Low Satisfaction		
a. comparative area teacher salary, fringe benefits.	7 (5)	6 (1)	5	4 (1)	3	2	1
b. legal background on teacher demands (Act 195).	7 (5)	6 (2)	5	4	3	2	1
c. costs of teacher demands.	7 (5)	6 (1)	5 (1)	4	3	2	1
d. possible impact of teacher demands on master budget.	7 (5)	6 (2)	5	4	3	2	1
e. possible erosions of management prerogatives.	7 (4)	6 (2)	5 (1)	4	3	2	1
f. possible arbitration cases arising out of contract interpretations re teacher demands.	7 (5)	6 (2)	5	4	3	2	1
g. recognizing weaknesses in teacher demands.	7 (5)	6 (2)	5	4	3	2	1
h. advising board as to how to proceed in negotiations.	7 (5)	6 (2)	5	4	3	2	1
i. preparing original and subsequent counter offers to the teachers.	7 (5)	6 (2)	5	4	3	2	1

The superintendent:

j. was accessible when needed.	7 (7)	6	5	4	3	2	1
k. presented his views logically.	7 (7)	6	5	4	3	2	1
l. made clear that his role was advisory.	7 (6)	6 (1)	5	4	3	2	1
m. was sincere, open and honest with his views.	7 (6)	6 (1)	5	4	3	2	1
n. was amenable to compromise when compromise was possible.	7 (5)	6 (1)	5	4	3	2	1
o. discussed issues rather than personalities.	7 (7)	6	5	4	3	2	1
p. listened respectfully to others' views even if opposed to own.	7 (6)	6 (1)	5	4	3	2	1

FURTHER COMMENTS OR SUGGESTIONS FOR IMPROVEMENT:

Your help has been very much appreciated.
This has been a real learning experience.
Your preparation of materials is very thorough.

Figure 11

benefits and contract language. However, if he has been an effective advisor, much of what he has advocated as a result of initial and ongoing assessments of the local situation should be present in the settlement. Certainly, his board should feel that he has been a positive benefit to their deliberations. The reasons for these objectives were stated on pages 15 and 16 of this report and will not be restated here.

> Objective #1: Increases in teacher salaries and benefits would be no more than five percent higher than the highest dollar total per teacher of any contract negotiated in 1978 in Intermediate Unit #6. (Clarion Area is one of seventeen school districts in this unit, six of which were required to bargain in 1978.)

Figure 12 is a comparison of Clarion Area's settlement to those of its neighbors. Since the additional fringe benefits gained by the CAEA were minor in terms of taxpayer dollars, the thrust of this writer's examination is salary gains of the six institutions which underwent negotiations this year. As can be seen in figure 12 below, two districts' teachers in Intermediate Unit #6 (and the I.U. teachers, themselves) received $1100 in raises for the 1978-1979 year. All posted raises are also duplicated for the ensuing year, 1979-1980, if the contract is for a two-year period. In Clarion's case, however, the second year of the contract calls for $1120 per teacher. Even with this increase, this objective would seem to be within five percent of the highest dollar total. But such is not the case. Because the Clarion Board of Education was not able to eliminate two mandated inservice days for teachers at per diem rates, the real average salary for

Clarion Area teachers is $1274 the first contract year and $1302 the second year. Thus, Clarion Area teachers received a mean salary fifteen percent in excess of its Redbank, Union and Clarion Intermediate Unit #6 neighbors in 1978-1979 and eighteen percent higher for the contract year 1979-1980.

CONTRACTED SALARIES - AVERAGE TEACHER INCREASES - 1978-1979

Brockway School District	$ 900
Brookville School District*	$1000
Clarion Area School District	$1105
Clarion Manor Intermediate Unit	$1100
Redbank Valley SChool District	$1100
Union School District	$1100

*underwent a teacher strike

Figure 12

Objective #2: The resulting contract would be for at least a two-year duration.

This objective was achieved as the conditions of the contract state. Although the board originally presented a three-year contract, it was simply a bargaining stance.

Objective #3: The new contract would not contain specific conditions which interfere with management prerogatives to the degree that:

a. such conditions in the old contract would not be in the new contract,

b. such conditions proposed by the union not in the old contract would not be in the new contract.

Item 3a. was not achieved in any respect. The target provisions in the 1976-1978 contract for elimination or amelioration were Personal Leave Days and Inservice Days. As a perusal of the chronology of negotiations reveals, the board did struggle to eliminate the two mandated inservice days for which the teachers received per diem pay in addition to their annual salaries, and the board did try to get a better handle on personal leave days which were and are taken without reasons given by employes. The teachers prevailed in both instances.

Item 3b. was another story. Here, the board stoutly resisted further incursions on management prerogatives. Although the union achieved some new language in the contract, it was language acceptable to the superintendent and most of the new conditions written into the 1978-1980 contract were prior practices of the board. In "Recapitulation" (see pages 81-87) the scorecard reads that of thirty-three new incursions attempted by the union only seven succeeded. Even in those seven cases, contract language is formulated so that management prerogatives are protected.

Objective #4: The new contract would contain certain specific management prerogatives not contained in the previous contract.

There were seven specific clauses which management endeavored to include in the 1978-1980 contract. These included Prior Agreements, Savings, Personal Leave, Jury Duty Leave and Rights Reserved to the Board clauses. Additionally, two improvements were sought in the grievance procedure. These areas are defined and explained on pages 17 and 18 of this report. Here, the edge is to the teacher negotiators. While the board did successfully negotiate the jury duty clause to its liking, and, also, won improvements in the grievance procedure, it failed to have the more important clauses included in the 1978-1980 contract.

> Objective #5: At least six of the nine board members would indicate satisfaction in response to an evaluative questionnaire that their superintendent performed in the 4-7 range in the negotiations process.
>
> Objective #6: At least six of the nine board members would indicate satisfaction with the contract by responding affirmatively to the five questions on that subject contained in an evaluative questionnaire.

Both of the above objectives were attained as figure 13 attests. Seven board members responded to the questionnaire in August, 1978. Three of them were members of the negotiating team. In no category did the superintendent receive less than a score of 5. Indeed, most of the ratings were 7 which indicates the highest degree of satisfaction. As to satisfaction with the contract, there were only two negative responses of a possible total of thirty-five (seven members x five questions). As a matter of record, no board member voted negatively on the adoption of the board-teacher contract.(Figure 13 appears on page 94.) Board written comments were also laudatory as regards the superintendent's performance. They include:

a. Board should pay more attention to information supplied by the superintendent.
b. I feel the contract talks went well on both sides.
c. I feel the contract was well-written.
d. It was obvious that the superintendent was very well-prepared in all aspects of the negotiations process. The in-depth studies, written preparations and comparative analyses were documented and lucidly presented. It made the board's position more knowledgeable in terms of community.

NEGOTIATIONS QUESTIONNAIRE

August, 1978

The superintendent is providing/has provided complete details on/in:

Circle appropriate numbers below.

	High Satisfaction				Low Satisfaction		
a. comparative area teacher salary, fringe benefits.	7 (6)	6 (1)	5	4	3	2	1
b. legal background on teacher demands (Act 195).	7 (6)	6	5 (1)	4	3	2	1
c. costs of teacher demands.	7 (6)	6 (1)	5	4	3	2	1
d. possible impact of teacher demands on master budget.	7 (7)	6	5	4	3	2	1
e. possible erosions of management prerogatives.	7 (7)	6	5	4	3	2	1
f. possible arbitration cases arising out of contract interpretations re teacher demands.	7 (4)	6 (2)	5 (1)	4	3	2	1
g. recognizing weaknesses in teacher demands.	7 (4)	6 (2)	5 (1)	4	3	2	1
h. advising board as to how to proceed in negotiations.	7 (4)	6 (2)	5 (1)	4	3	2	1
i. preparing original and subsequent counter offers to the teachers.	7 (6)	6 (1)	5	4	3	2	1

The superintendent:

j. was accessible when needed.	7 (7)	6	5	4	3	2	1
k. presented his views logically.	7 (6)	6 (1)	5	4	3	2	1
l. made clear that his role was advisory.	7 (6)	6 (1)	5	4	3	2	1
m. was sincere, open and honest with his views.	7 (7)	6	5	4	3	2	1
n. was amenable to compromise when compromise was possible.	7 (5)	6 (2)	5	4	3	2	1
o. discussed issues rather than personalities.	7 (6)	6 (1)	5	4	3	2	1
p. listened respectfully to others' views even if opposed to own.	7 (6)	6 (1)	5	4	3	2	1

Board members, please respond to the following questions:

	YES	NO
a. Did you vote for the contract?	7	0
b. Are you satisfied with the salary increases allowed?	6	1
c. Are you satisfied with the fringe benefits agreed upon in the contract?	7	0
d. Are you satisfied that management prerogatives have not been eroded in this contract?	7	0
e. Are you satisfied with the new teacher inclusions on language within this contract?	6	1

Figure 13

CHAPTER VI

FINDINGS AND RECOMMENDATIONS

A generalization.

A review of these negotiations, especially in terms of the objectives of this practicum, indicates that some goals were wholly attained (#2, #5, #6), some were partially attained (#3, #4), and one was not attained at all (#1). This is a classic picture of the collective bargaining process. It is necessary to postulate objectives in any grave enterprise, and so it is with collective bargaining. The realities of the process dictate that one will not attain a settlement to his complete satisfaction unless he has set his goals too low, or is negotiating with incompetents.

Some particulars.

While the first goal relating to salary and benefits was not achieved, it is well to remember that the settlement in this respect is well below the total dollars the union demanded at the outset of negotiations. Not only was the union requesting $1400 for each of two years, but, also, two additional salary schedules (B+36, M+15). Salary demands, alone, including these two schedules, would have raised the total dollar demand to over $300,000 for the two-year period. Moreover, the inclusion of cost factors involved in teachers' demands for legal representation, additional extra-curricular positions, additional personal leave days, dental insurance, vision insurance and an unspecified number of paraprofessionals to help teachers with clerical work would have increased the total dollar settlement prohibitively.

The contract language concessions by both sides have been amply discussed earlier in this report. However, although the board was not able to achieve its goal of including certain contract language favorable to management in the new contract except for a few minor instances, it was able to curb the excesses of union intrusions. Indeed, from a superintendent's point of view, such an achievement may be more important than the failure of a board to limit salary and benefits more stringently.

That the Clarion Area Board of Education was satisfied with the superintendent's behavior throughout negotiations, there is no doubt. Moreover, a comparison of the formative assessment on page 89 with the summative assessment on page 94 of this report indicates that the board's appreciation grew as negotiations progressed. In both instances, seven of nine board members completed the assessments. In March, 1978, the superintendent received a total of 88 responses in the _7_ category for sixteen categories resulting in a mean score of _5.5_. In August, 1978, the superintendent received 93 responses in the _7_ category for a mean score of _5.8_. Since _7_ represents the highest degree of satisfaction, this would indicate that in the eyes of his board, the superintendent's performance improved from 5.5 board members expressing the highest degree of satisfaction to 5.8 board members expressing highest satsifaction. When one combines the _6_ and _7_ designations, in both the formative and summative assessments, the superintendent achieved a mean score

6.75 from his board. A perfect score, in this respect, would have been 7.0. The figures speak for themselves.

In figure 13 on page 94, the board's satisfaction with the contract is mirrored with two exceptions of a total of thirty-five responses. All members of the board voted for the contract including the seven who responded to this questionnaire.

The big winners in this struggle were not the teachers or the management team. They were and are the children of the Clarion Area School District. In an intense series of bargaining sessions where recklessness or intransigence on either side could well have precipitated a strike, teachers and board members strove to achieve a settlement fair to both sides. As mentioned earlier, it is to be expected that not all board members or teacher negotiators and their respective adherents were fully satisfied with the ultimate package.

Further comments and recommendations.

Earlier in this paper, this writer indicated that "Public employers and employes should work together in a timely and reasonable manner to effect a contract of mutual benefit to their constituencies, and, in the case of a school district, fair to the children, teachers and taxpayers of that district." (See page 11 of this report.) The board, by its own assessment, has indicated its satisfaction with the 1978-1980 contract achieved with the Clarion Area Education Association. The teachers, in like manner, approved that contract. As for the superintendent, his appraisal echoes that of the teachers and the board.

Notwithstanding this general satisfaction, the superintendent makes the following recommendations to enhance the future success of negotiations in this school district. He recommends that:

1. the board hire a professional negotiator to conduct its negotiations in future years.
2. efforts continue to keep salary and fringe benefits of all employes within the capacity of the taxpayer.
3. no further erosion of management prerogatives be allowed.
4. continued attempts be made to protect the children of the school district from settlements which detract from their educational opportunities.
5. teachers be made more aware of the budget process and how excessive increases in salaries and benefits affect their employment in times of declining enrollment.

Implementation of recommendations.

The board must recognize that bargaining with employes is a matter best left to professionals for all the reasons mentioned earlier (see pages 21, 22). Additionally, it is a fact that in rural districts such as Clarion Area, many teachers are friends of board members. Such friendships cause great problems in objective assessments of union demands by people in positions of public trust. While the implementation of the first objective stated above will cost some tax dollars, this writer's experience is that an able professional negotiator will save much more money in terms of settlements than the board will pay for his services.

That the board must continue to limit cost factors such as salary and fringe benefits in its dealings with the union has been given adequate attention in this report. Taxpayers will no longer accept outlandish agreements which result in drastic increases in real estate and other taxes.

The board must exercise vigilance in examining future teacher demands which limit the supervisory powers of their administrators. Otherwise, a school system will be at the mercy of arbitrators and law courts who will exercise jurisdiction in areas formerly the exclusive domain of educators. This report has underscored such possibilities in its examination of such items as "transfer," "just cause" and "employe protection" union-oriented clauses.

A superintendent must vigorously resist settlements which detract from children's opportunities to receive sound educations. Thus, board-teacher settlements which allow for limits to class sizes and provide fewer teacher contact hours with students must be opposed.

Certainly, teachers should become more familiar with the costs of education and the resulting hardships not only on taxpayers but on the teachers and children themselves.If, for instance, teachers receive a financial settlement which forces boards to lay off teachers, both those teachers and the school children will suffer. While a majority of a teaching staff may receive more money/benefits, fewer numbers of them will be available to educate larger numbers of children.

Thus, aside from some people's deprivation of their livelihoods, teachers in service will find themselves in an environment without support staff such as guidance counselors, aides, and elementary art, music and physical education teachers. Such people are usually the first to go when boards are forced to economize. With the loss of such support staff, teachers will have to bear burdens which they previously shared with others. The effect on children's education is profound, indeed.

The recommendations, with the exception of hiring a professional negotiator will cost the board nothing but its vigilance. Even in the case of the professional negotiator, the odds are that the board will save much more money than it will expend on such an individual's service.

Other applications.

This report has been filed with the Clarion Manor Intermediate Unit and is being shared with sixteen other district administrators. It would be presumptuous to suggest that the pose and program suggested by this writer are perfectly suitable for other superintendents. After all, they, like this writer, are servants of many boards with just as many differing philosophies. However, by using this account of this superintendent's experiences, others may avoid problems he encountered and adopt/adapt some successful procedures and practices inherent in this model. Certainly, any administrator faced with similar constraints in a rural setting may find this report of inestimable value in defining his role and executing it accordingly.

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APPENDIX A

CLARION COUNTY TEACHER SALARIES AND BENEFITS, JULY, 1977

DISTRICT	B+5	M+5	INS. PREMIUM PAID BY DIST.	COVERAGE
Clarion Area	$11,100	$11,400	$1123.68	life, fam. med. & dent.
AC Valley	$10,650	$10,950	$ 818.52	life, fam. med., ind. dent
Clarion-Limestone	$10,700	$11,000	$1026.24	life, fam. med., ind. dent
Keystone	$10,670	$11,120	$ 724.80	life, fam. med., ind. dent
North Clarion	$10,448	$10,748	$ 850.56	life, fam. med., ind. dent
Redbank Valley	$10,800	$11,100	$ 757. 56	life, fam. med., no dent.
Union	in negotiations at this date			

All life insurance ranges between $8000 (Keystone) to $12000 (Clarion-Limestone). Most districts are at $10,000 as is Clarion Area.

Family medical policies (fam. med.) usually contain a major medical rider at a maximum of $20,000. Naturally, single individuals qualify for subsidized individual coverage.

Only Clarion Area offers a dental plan which includes the family. Clarion's family plan covers all members up to the age of twenty-three (dependents) provided such dependents are attending school.

APPENDIX B

1976-1978 CONTRACT BETWEEN CLARION AREA BOARD OF EDUCATION

AND

CLARION AREA EDUCATION ASSOCIATION

PAGES 103 - 121

CLARION AREA SCHOOL DISTRICT

CONTRACT

for

1976-78

CLARION AREA SCHOOL DISTRICT

with

CLARION AREA EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

I. Recognition

The Clarion Area Education Association, an affiliate of the Pennsylvania State Education Association and the National Education Association, hereinafter called the bargaining agent, is hereby recognized by the Clarion Area School District, hereinafter called the employer, as the bargaining agent for all full time professionally certificated personnel below the first level of supervision, hereinafter called the bargaining unit, and for the employes properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the term and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. Term of Agreement

The term of agreement shall begin on September 1, 1976 and shall continue in full force and effect until August 31, 1978.

III. No Strike - No Lock Out Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania public employee bargaining law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct or cause to be conducted, a lock out during the term of this agreement.

IV. Wages and Salary Provisions

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A & B, made part of this agreement, and that the schedule of wages and salaries set forth in Appendix A & B shall be the schedule which shall remain in force for the period of this agreement.

V. Other Employee Benefits

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix C, attached to and made part of this agreement, and that the other employee benefits set forth in Appendix C shall be the benefits in force for the period of this agreement.

VI. Hours of Work and Other Conditions of Employment

The parties agree that hours of work and other conditions of employment to be effected by this agreement are accurately reflected in Appendix D, attached to and made part of this agreement, and that the conditions set forth in Appendix D shall be the conditions which shall remain in force for the period of this agreement.

VII. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both employer and employee serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix E, attached hereto and made part of this agreement, and that the procedures set forth in Appendix E shall be the procedures which shall remain in force for the period of this agreement.

VIII. Waivers

The parties agree that all negotiable items presented have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

IX. Clarion Area Education Association Expenses.

All expenses of the Clarion Area Education Association shall be borne by the association.

X. Compiling of Collective Bargaining Agreement

Copies of the collective bargaining agreement will be compiled and mimeographed by the Clarion Area School Board and distributed to all Professional Employees.

APPENDIX A

Wage and Salary Provisions

I. The Professional Salary Schedule as shown on Page 5 of this agreement shall be in effect for all professional employees during the 1976-77 and 1977-78 school years.

II. Teachers shall be placed on their proper step in the salary schedule which will be determined by years of service in Pennsylvania or by a mutually agreed upon step plus years of service in the Clarion Area School District. The salary schedule, as indicated, is for a 180 day school term.

III. All professional employees, when employed, shall be employed at a mutually agreed upon salary, but not less than the minimum salary as indicated in the schedule.

	1975-76		1976-77		1977-78	
Step	Bachelors	Masters	Bachelors	Masters	Bachelors	Masters
1	8200.00	8500.00	8800.00	9100.00	9600.00	9900.00
2	8600.00	8900.00	9400.00	9700.00	10200.00	10500.00
3	8900.00	9200.00	9700.00	10000.00	10500.00	10800.00
4	9200.00	9500.00	10000.00	10300.00	10800.00	11100.00
5	9500.00	9800.00	10300.00	10600.00	11100.00	11400.00
6	9800.00	10100.00	10600.00	10900.00	11400.00	11700.00
7	10100.00	10400.00	10900.00	11200.00	11700.00	12000.00
8	10400.00	10700.00	11200.00	11500.00	12000.00	12300.00
9	10700.00	11000.00	11500.00	11800.00	12300.00	12600.00
10	11000.00	11300.00	11800.00	12100.00	12600.00	12900.00
11	11300.00	11600.00	12100.00	12400.00	12900.00	13200.00
12	11600.00	11900.00	12400.00	12700.00	13200.00	13500.00
13	11900.00	12200.00	12700.00	13000.00	13500.00	13800.00
14	12200.00	12500.00	13000.00	13300.00	13800.00	14100.00
15	12500.00	12800.00	13300.00	13600.00	14100.00	14400.00
16	12800.00	13100.00	13600.00	13900.00	14400.00	14700.00
17	13100.00	13400.00	13900.00	14200.00	14700.00	15000.00
18		13700.00	14200.00	14500.00	15000.00	15300.00
19				14800.00	15300.00	15600.00
20						15900.00

APPENDIX B

SUPPLEMENTAL CONTRACTS

POSITION	MINIMUM	1976-77 MAXIMUM (4 INCREMENTS)	1977-78 MAXIMUM (5 INCREMENTS)	AMT. OF INC.
Head Football Coach	900.00	1400.00	1525.00	125.00
Ass't. Football Coaches	600.00	1000.00	1100.00	100.00
Jr. Hi. Football Coach	600.00	1000.00	1100.00	100.00
Ass't. Jr. Hi. Football Coach	600.00	900.00	975.00	75.00
Head Basketball Coach	900.00	1400.00	1525.00	125.00
Ass't. Basketball Coach	600.00	1000.00	1100.00	100.00
Jr. Hi. Basketball Coach	500.00	900.00	1000.00	100.00
Ass't. Jr. Hi.Basketball Coach	500.00	800.00	875.00	75.00
Head Wrestling Coach	900.00	1400.00	1525.00	125.00
Ass't. Wrestling Coach	600.00	1000.00	1100.00	100.00
Jr. Hi. Wrestling Coach	500.00	900.00	1000.00	100.00
Head Track Coach	700.00	1200.00	1325.00	125.00
Ass't. Track Coach	500.00	900.00	1000.00	100.00
Cross Country Coach	400.00	700.00	775.00	75.00
Head Basketball Girls	700.00	1100.00	1200.00	100.00
Ass't. Basketball Girls	500.00	800.00	875.00	75.00
Jr. Hi. Basketball Girls	500.00	800.00	875.00	75.00
Volleyball Coach Girls	500.00	800.00	875.00	75.00
Cheerleading Coach	400.00	700.00	775.00	75.00
Ass't. Cheerleading	400.00	600.00	650.00	50.00
Athletic & I.M. Director	900.00	1400.00	1525.00	125.00
Intramural Coaches	300.00	500.00	550.00	50.00
Golf Coach	200.00	300.00	325.00	25.00
Yearbook Advisor	400.00	600.00	650.00	50.00
Drama Advisor (2 productions)	400.00	600.00	650.00	50.00
Ass't. Drama Advisor's	300.00	400.00	425.00	25.00
Scholastic Quiz Coach	300.00	400.00	425.00	25.00
Summer Music Director	400.00	600.00	650.00	50.00

APPENDIX C

Other Employee Benefits

I. Personal Leave Days

As of the beginning of the 1974-75 school year one (1) personal leave day per year, accumulative to three (3), is provided for all members of the professional staff.

The following guidelines will prevail:

a. Professional staff member will make his request known to the building principal three (3) days in advance of the personal day he is requesting, except in the event of an emergency situation.

b. Request for the day will not be approved the day before vacation periods nor the day following a vacation period except in the event of an emergency situation.

c. A maximum limit of ten percent (10%) of the total staff in a building will be granted on any one day.

II. Reimbursement for Credits Beyond Baccalaureate Degree

Tuition will be reimbursed for credits earned toward permanent certification or the First Master Degree program in the field of certification held by the applicant. All others must have the approval of the Superintendent. Reimbursement will be paid for twelve (12) credits per year with the exception granted to any employee on Sabbatical Leave and attending School on a full time basis, in which case reimbursement will be based on number of credits earned.

The year is defined as September through August. A recipient must be a member of the staff in order to receive reimbursement.

Payment for credits does not increase the base salary of the employee.

For district reimbursement credits must carry at least a "C" grade.

III. Hospitalization, Medical, Surgical, Major Medical

The Clarion Area School District will purchase full coverage (family, husband & wife, or individual) for which the employee qualifies. (Blue Cross, Blue Shield, Major Medical, Plan U).

The Board reserves the right to reject an application of an employee if the spouse has a similar or better coverage and this program would be a duplication. The employee is responsible to initiate this coverage through the Clarion Area School Board Secretary and will do the same to modify the coverage, when he deems it necessary.

Any change in carrier must be approved by both parties.

IV. Life Insurance

The Clarion Area School Board will purchase Ten Thousand Dollars (10,000.00) group term life insurance including disability and dismemberment coverage.

V. Tax Sheltered Annuity

The Clarion Area School Board will continue Tax Sheltered Annuity program under existing conditions.

VI. Inservice Days

The Clarion Area School Board will reimburse professional staff members at their respective per deim rate for each in-service day attended, with a minimum of two in-service days per year.

VII. Salary Payments

The Clarion Area School Board will provide for twenty four (24) pay periods. A professional staff member will receive five (5) checks on June 20 unless he or she requests that they be held and mailed on the appropriate date in July and August. The staff member making the request shall furnish four (4) self adressed stamped envelopes.

VIII. Dues Deductions

The Clarion Area School Board agrees to deduct dues from salaries of members of the local association, the Pennsylvania State Education Association and the National Education Association, as said members authorize the Board to deduct and transmit the monies to the treasurer of the Clarion Area Education Association. Deductions shall be made in as nearly equal semi-monthly installments as practicable for nine months commencing in September.

Employees joining after the initial deduction period shall make the lapsed payments to the association treasurer in order to bring the installments up to date.

IX. Equitable Savings

The Clarion Area School Board will continue the Equitable Savings program under existing conditions.

X. Income Protection Insurance (Educators)

The Clarion Area School Board will continue the group Health and Accident Insurance program presently in existence. The employee is responsible to initiate this coverage through the Clarion Area School Board secretary and will authorize the deduction in writing. The same must be done for any modification in the program.

XI. Leave of Absence

A professional employee on leave of absence will be responsible for the payment of the premium on all fringe benefits in which he is enrolled.

XII. Use of Teacher Mail Boxes

The Clarion Area School Board agrees to the use of teacher mail boxes for the dissemination of Clarion Area Education Association notices and literature.

XIII. Jury Duty

An employee who serves jury duty, upon proper notification of the court, shall be paid the difference between juror's pay and the employee's daily rate, provided the employee notifies the board in advance of such service.

XIV. Maintenance of Membership

The board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

XV. Dental Insurance

The Clarion Area School District will purchase a Basic Group Family Dental Care program (family, husband & wife, or individual) for which the employee qualifies (Blue Shield).

The board reserves the right to reject an application of an employee if the spouse has a similar or better program and this program would be a duplication. The employee is responsible to initiate this coverage through the Clarion Area School Board secretary and will do the same to modify the coverage, when he or she deems it necessary.

Any change in carrier must be approved by both parties.

XVI. Longevity Increment

The Board will pay a longevity increment of $100.00 per year after a minimum of five (5) years and a maximum of ten (10) years of service in the district. It will be the responsibility of the employee to submit a letter of resignation on or before August 15, prior to their last year of employment, in order to qualify for the longevity increment. The employee must meet the minimum requirement for retirement.

XVII. Homebound and Summer School Instruction

Professional Staff members employed as Homebound or Summer School Instructors will be paid at their pro rated hourly rate.

APPENDIX D

Hours of Work and Other Conditions of Employment

I. Elementary teachers are to be in their respective rooms or assigned area forty five (45) minutes before the tardy bell for pupils. Elementary teachers are to remain in their respective room or assigned area thirty (30) minutes after the dismissal bell for pupils except the last school day of the week.

Secondary teachers are to be in their respective rooms or assigned area fifteen (15) minutes before the tardy bell for pupils. Secondary teachers are to remain in their respective room or assigned area fifteen (15) minutes after the dismissal bell for pupils except the last school day of the week.

Teachers assigned to extra curricular activities immediately following dismissal will be excused from the above requirement to meet with the student group.

II. Teachers meetings are to be held the first school Monday of each school month. Meetings will start ten (10) minutes following the dismissal bell and will not exceed one hour. One coach of the sport in season will be excused.

Special teachers meetings may be called by giving a forty-eight (48) hour notice. Administrators reserve the right to cancel scheduled meetings.

III. Teachers will not be excused early or at any time during the school day. Personal business is not to be conducted during the working day.

Teachers will have a thirty (30) minute duty free lunch period at which time they may leave the school. Teachers will sign out and in at the office. Any lateness will be docked.

IV. Extra Curricular activities and assignments will continue to function as they are at the present time.

V. Any deviations from the above, because of an emergency, must be cleared by the respective principal or his representative.

APPENDIX E

GRIEVANCE PROCEDURE

I. **Definition**

A. A "grievance" is a dispute as to the interpretation of this agreement.

B. A "grievant" is an employee who files a grievance.

C. "Day" means calendar day, Saturdays, Sundays and state mandated legal holidays excluded as the last day of the time limit.

D. " Representative" is a person or agent designated to represent either party in the grievance procedure.

E. "Party in interest" is a person, agent or agency with an interest in the grievance.

F. "Class grievance" is a formal grievance by two (2) employees each in a separate building.

G. "Formal Grievance" means that all requests and decisions shall be in writing.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this agreement.

C. Formal grievances shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.

F. A grievant shall be permitted representatives including an Association representative limited to two (2) persons at all levels of the formal procedures, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

G. There shall be one (1) Association designated employee grievance representative in each school building.

H. There shall be no additional evidence submitted during the grievance process, once a formal grievance has been filed.

I. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.

J. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.

K. Class grievances shall be filed at Level III, within ten (10) days of the occurrence.

III. Processing

A. Level I - Informal Grievance

A grievant shall discuss informally with his immediate supervisor any alleged misinterpretation of this agreement, within three (3) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance it to Level II.

B. Level II - Formal Gievances

1. A grievant shall file a formal grievance within seven (7) days of the occurrence, and shall specify the clause of the agreement, the nature of the grievance, the evidence and the remedy.

2. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his decision within five (5) days after the hearing.

C. Level III - Appeals to the Superintendent

1. Within five (5) days of the decision at Level II, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.

2. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.

3. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his decision.

D. Level IV - Appeal to Board of Education

1. Within five (5) days of the decision at Level III the grievant may request an appeal with the Board of Education. The appeal shall include all materials previously submitted.

2. The Board shall establish a hearing within thirty-one (31) days following such request and shall notify the grievant at least ten (10) days prior to the hearing date.

3. Within five (5) days after the Board decision the President of the Board shall notify all parties in interest of his decision.

E. Level V. - Arbitration

1. Within ten (10) days of the decision of the Board the grievant may request arbitration of the grievance by filing notice with the Superintendent.

2. The parties in interest shall request a list of arbitrators from the Bureau of Mediation as stated in Act 195.

3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested, and the process repeated.

4. The arbitrator shall establish rules for the hearing, except as provided herein.

5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.

6. The arbitrator shall have no power to add to, subract from or alter the language of the agreement. He shall have no power to make an award inconsistent with the law. He shall rule only on the interpretation of the clause of the agreement.

7. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.

8. The costs of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedures.

2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.

3. All records of grievane processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Association will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

Effective Date and Signature

This agreement is made and entered into this 10th day of August, 1976. by and between the Clarion Area School District and the Clarion Area Education Association.

By Robert M. John
Clarion Area School District President

By Edward J. George
Clarion Area Education Association
President

APPENDIX C

CLARION AREA EDUCATION ASSOCIATION ORIGINAL CONTRACT PROPOSAL
JANUARY 9, 1978, PAGES 122 - 140.

CLARION AREA SCHOOL DISTRICT ORIGINAL CONTRACT PROPOSAL,
FEBRUARY 2, 1978, PAGES 141 - 159.

CLARION AREA EDUCATION ASSOCIATION

ORIGINAL CONTRACT PROPOSAL

January 9, 1978

for

1978-80 School Years

to

CLARION AREA SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

I. Recognition

The Clarion Area Education Association, an affiliate of the Pennsylvania State Education Association and the National Education Association, hereinafter called the bargaining agent, is hereby recognized by the Clarion Area School District, hereinafter called the employer, as the bargaining agent for all full time professionally certificated personnel below the first level of supervision, hereinafter called the bargaining unit, and for the employes properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the term and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. Term of Agreement

The term of agreement shall begin on September 1, 197 and shall continue in full force and effect until August 31, 1980.

III. No Strike - No Lock Out Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania public employee bargaining law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct or cause to be conducted, a lock out during the term of this agreement.

IV. Wages and Salary Provisions

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A & B, made part of this agreement, and that the schedule of wages and salaries set forth in Appendix A & B shall be the schedule which shall remain in force for the period of this agreement.

V. Other Employee Benefits

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix C, attached to and made part of this agreement, and that the other employee benefits set forth in Appendix C shall be the benefits in force for the period of this agreement.

VI. Hours of Work and Other Conditions of Employment

The parties agree that hours of work and other conditions of employment to be effected by this agreement are accurately reflected in Appendix D, attached to and made part of this agreement, and that the conditions set forth in Appendix D shall be the conditions which shall remain in force for the period of this agreement.

VII. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both employer and employee serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix E, attached hereto and made part of this agreement, and that the procedures set forth in Appendix E shall be the procedures which shall remain in force for the period of this agreement.

VIII. Waivers

The parties agree that all negotiable items presented have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

IX. Clarion Area Education Association Expenses

All expenses of the Clarion Area Education Association shall be borne by the association.

X. Compiling of Collective Bargaining Agreement

Copies of the collective bargaining agreement will be compiled and mimeographed by the Clarion Area School Board and distributed to all Professional Employees.

XI. Separability

In the event any article or any part of any article of this Agreement is held to be contrary to law and therefore void and unenforceable, such article or part of any article shall be separated from this Agreement, along with any other part of this Agreement affected by such separation, but the remainder of this Agreement shall continue in full force and effect.

In the event any article or any part of any article of this Agreement is held to be contrary to law and therefore void and unenforceable, the Article in question will be negotiated within thirty (30) days.

XII. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

XIII. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

XIV. Just Cause

No member of the bargaining unit shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation, transferred, deprived of any professional advantage, or given an adverse evaluation of his professional services, without just cause.

XV. Seniority

Seniority shall begin from the point of original hiring.

Seniority shall be considered to be the total length of service in the school district whether continuous or interrupted.

Seniority shall be district-wide including elementary and secondary.

Seniority shall not be dependent upon the area of certification being taught. Seniority shall accrue to a teacher according to years of service in any and all areas of his certification.

XVI. Posting of Vacancies

The Association Secretary shall be notified immediately of any vacancy for which application's are being accepted.

Any new position shall include a job description, qualifications, and salary. The position shall also be described as to tenure status, interruption or termination of seniority, bargaining unit status, and benefits gained or lost.

XVII. Transfer

Transfer should be made with the consent of the person or persons involved. Any involuntary transfers will be on the basis of seniority.

Transfer shall be defined as a change in assignment in grade level, subject matter, responsibility, or work site.

XVIII. The Collection, Maintenance and Dissemination of Teacher Records

A. Any member of the bargaining unit shall have the right at any reasonable time to review the contents of his personal file. He shall also have the right to obtain copies of any item or items in his file.

B. An employee shall have the right to submit a written commentary to any material placed in his file, and such written comment shall be attached to the item in question in his file.

C. Nothing derogatory or unfavorable toward an employee shall be placed in his file unless the employee has first been presented with a copy of such material and has had a right to respond, in writing, to such material. Such response shall be attached to the material and made part of his file. Derogatory material shall be purged after three years of satisfactory service.

D. No unsigned or improperly identified item shall be placed in an employee's file. Any material that cannot be verified shall not be placed in an employee's file.

E. The employee shall have the right to initial and date each page of any material in his file.

F. The examination of an employee's file shall be limited to qualified professional supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

XIX. Meetings or Hearings

Whenever any member of the bargaining unit is required to appear before any supervisor, administrator, board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment, or the salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings or interview, a copy of any agenda to be followed, a listing of the people who will be in attendance, and shall be entitled to have a representative of the Association present to advise him or represent him during such meeting or interview. Prior notice shall mean at least two working days before such meeting.

XX. Residency

There shall be no attempt on the part of the school district to unilaterally impose a residency requirement on members of the bargaining unit. Place of residence shall not be a condition of employment or advancement.

XXI. Employee Protection

A. The School District shall reimburse members of the bargaining unit for any loss, damage, or destruction of clothing, or personal property of the individual while on duty in the school, on the school premise, or during a school sponsored activity.

B. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another teacher or student.

C. In the case of any assault upon a teacher the school district shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority.

D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the school district shall provide legal counsel of the teacher's choice and render every assistance to the teacher in his/her defense.

XXII. Professional Ratings

Teachers shall be rated as satisfactory or unsatisfactory as opposed to being scored on some numerical system. The Administrator will, within fifteen days following the observation, give the teacher a written evaluation of his or her performance, noting the strengths and any weaknesses, and including any recommendations for improvement.

XXIII. Reduction in Force

Any reduction in the number of the professional staff shall be on the basis of seniority.

APPENDIX A

Wage and Salary Provisions

1. The Professional Salary Schedule as shown on Page 8 of this agreement shall be in effect for all professional employees during the 1978-79 and 1979-80 school years.

II. Teachers shall be placed on their proper step in the salary schedule which will be determined by years of service in Pennsylvania or by a mutually agreed upon step plus years of service in the Clarion Area School District. The salary schedule, as indicated, is for a 180 pupil day school term.

III. All professional employees, when employed, shall be employed at a mutually agreed upon salary, but not less than the minimum salary as indicated in the schedule.

PROFESSIONAL SALARY SCHEDULES

	1978 - 1979			1979 - 1980		
Step	Bachelors	Masters or Bachelors + 36	Masters + 15	Bachelors	Masters or Bachelors + 36	Masters + 15
1	10,700	11,100	11,300	11,800	12,200	12,400
2	11,300	11,700	11,900	12,400	12,800	13,000
3	11,600	12,000	12,200	12,700	13,100	13,300
4	11,900	12,300	12,500	13,000	13,400	13,600
5	12,200	12,600	12,800	13,300	13,700	13,900
6	12,500	12,900	13,100	13,600	14,000	14,200
7	12,800	13,200	13,400	13,900	14,300	14,500
8	13,100	13,500	13,700	14,200	14,600	14,800
9	13,400	13,800	14,000	14,500	14,900	15,100
10	13,700	14,100	14,300	14,800	15,200	15,400
11	14,000	14,400	14,600	15,100	15,500	15,700
12	14,300	14,700	14,900	15,400	15,800	16,000
13	14,600	15,000	15,200	15,700	16,100	16,300
14	14,900	15,300	15,500	16,000	16,400	16,600
15	15,200	15,600	15,800	16,300	16,700	16,900
16	15,500	15,900	16,100	16,600	17,000	17,200
17	15,800	16,200	16,400	16,900	17,300	17,500
18	16,100	16,500	16,700	17,200	17,600	17,800
19	16,400	16,800	17,000	17,500	17,900	18,100
20	16,700	17,100	17,300	17,800	18,200	18,400
21		17,400	17,600	18,100	18,500	18,700
22			17,900		18,800	19,000
23						19,300

APPENDIX B

Supplemental Contracts

Position	Minimum	Current Maximum	1978-79 1979-80 Maximum	Amount of Increment	Maximum Number of Increments
Head Football Coach	900	1525	1650	125	6
Ass't Football Coaches	600	1100	1200	100	6
Jr. Hi. Football Coach	600	1100	1200	100	6
Ass't Jr. High Football Coach	600	975	1050	75	6
Head Basketball Coach	900	1525	1650	125	6
Ass't Basketball Coach	600	1100	1200	100	6
Jr. Hi. Basketball Coach	500	1000	1100	100	6
Ass't Jr. Hi. Basketball Coach	500	875	950	75	6
Head Wrestling Coach	900	1525	1650	125	6
Ass't Wrestling Coach	600	1100	1200	100	6
Head Track Coach	700	1325	1450	125	6
Ass't Track Coach	500	1000	1100	100	6
Cross Country	500	875	950	75	6
Head Basketball Girls	700	1325	1450	125	6
Ass't Basketball Girls	500	1000	1100	100	6
Jr. Hi. Basketball Girls	500	875	950	75	6
Volleyball Coach Girls	500	875	950	75	6
Track Coach Girls	500	1075	1250	125	6
Ass't Track Coach Girls	400	900	1000	100	6
Cheerleading Coach	450	825	900	75	6
Ass't Cheerleading	450	700	750	50	6
Athletic & I.M. Director	900	1525	1650	125	6
Intramural Coaches	300	550	600	50	6
Golf Coach	300	550	600	50	6
Yearbook Advisor	400	650	700	50	6
Drama Advisor (2 productions)	450	700	750	50	6
Ass't Drama Advisors (2)	300	425	450	25	6
Summer Music Director	450	700	750	50	6
Ass't Band Director	300	425	450	25	6
Scholastic Quiz Coach	300	425	450	25	6
Senior Class Advisor	250	250	250	0	0
Junior Class Advisor	200	200	200	0	0
Sophomore Class Advisor	150	150	150	0	0
Freshmen Class Advisor	100	100	100	0	0
7th & 8th Grade Advisor	100	100	100	0	0

APPENDIX C

OTHER EMPLOYEE BENEFITS

I. Personal Leave Days

As of the beginning of the 1978-79 school year, one (1) personal leave day per year, cumulative to four (4) is provided for all members of the professional staff.

The following guidelines will prevail:

a. Professional staff member will make his request known to the building principal three (3) days in advance of the personal day he is requesting, except in the event of an emergency situation.

b. A maximum limit of ten percent (10%) of the total staff in a building will be granted on any one day.

II. Reimbursement for Credits Beyond Baccalaureate Degree

Tuition will be reimbursed for credits earned toward permanent certification or the first master degree program. All other must have the approval of the superintendent. Reimbursement will be paid for twelve (12) credits per year with the exception granted to any employee on sabbatical leave, in which case reimbursement will be based on number of credits earned.

The year is defined as September through August. A recipient must be a member of the staff in order to receive reimbursement.

Payment for credits does not increase the base salary of the employee.

For district reimbursement credits must carry at least a "C" grade. For reimbursement, the college or university grade report will be accepted as proof of credits earned.

III. Hospitalization, Medical, Surgical, Major Medical

The Clarion Area School District will purchase full coverage (family, husband and wife, or individual) for which the employee qualifies. (Blue Cross, Blue Shield, $100,000 Major Medical, Plan U).

Any employee who chooses not to be covered will receive reimbursement in the amount of the individual coverage premium.

Any change in carrier must be approved by both parties.

IV. Life Insurance

The Clarion Area School Board will purchase twenty thousand dollars ($20,000) group term life insurance including disability and dismemberment coverage.

V. Tax Sheltered Annuity

The Clarion Area School Board will continue Tax Sheltered Annuity program under existing conditions.

VI. Inservice Days

The Clarion Area School Board will reimburse professional staff members at their respective per deim rate for each in-service day attended, with a minimum of two in-service days per year.

VII. Salary Payments

The Clarion Area School Board will provide for twenty four (24) pay periods. A professional staff member will receive five (5) checks on June 20 unless he or she requests that they be held and mailed on the appropriate date in July and August. The staff member making the request shall furnish four (4) self addressed stamped envelopes.

VIII. Dues Deductions

The Clarion Area School Board agrees to deduct dues from salaries of members of the local association, the Pennsylvania State Education Association and the National Education Association, as said members authorize the Board to deduct and transmit the monies to the treasurer of the Clarion Area Education Association. Deductions shall be made in as nearly equal semi-monthly installments as practicable for nine months commencing in September.

Employees joining after the initial deduction period shall make the lapsed payments to the association treasurer in order to bring the installments up to date.

IX. Equitable Savings

The Clarion Area School Board will continue the Equitable Savings program under existing conditions.

X. Income Protection Insurance (Educators)

The Clarion Area School Board will continue the group Health and Accident Insurance program presently in existence. The employee is responsible to initiate this coverage through the Clarion Area School Board secretary and will authorize the deduction in writing. The same must be done for any modification in the program.

XI. Leave of Absence

A professional employee on leave of absence will be responsible for the payment of the premium on all fringe benefits in which he is enrolled.

XII. Use of Teacher Mail Boxes

The Clarion Area School Board agrees to the use of teacher mail boxes for the dissemination of Clarion Area Education Association notices and literature.

XIII. Jury Duty

An employee who serves jury duty, upon proper notification of the court, shall be excused without loss of pay, provided the employee notifies the board in advance of such service.

XIV. Maintenance of Membership

The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

XV. Dental Insurance

The Clarion Area School District will purchase Blue Shield Basic Group Family Dental Care program plus full coverage for oral surgery, crowns, perodonic and orthodonic work (family, husband & wife, or individual) for which the employe qualifies.

Any change in carrier must be approved by both parties.

XVI. Vision Insurance

The Clarion Area School District will purchase Blue Shield Basic Group Family Vision Care (family, husband & wife or individual) for which the employee qualifies.

XVII. Sick Leave Bank

At the beginning of this contract period, each teacher will contribute one sick day for the purpose of establishing a sick-leave bank. Days may be used by any teacher whose sick leave days have been depleted upon request to the Administration and with the approval of the Executive Board of the Association. Additional sick days may be contributed when the Association deems necessary. Accumulated sick leave bank days will be passed on from year to year.

XVIII. Sick Days

Sick days are accumulated as prescribed by state law. There is no limit on the number of accumulated sick days that can be used in a school year. Sick days maybe used in the event of a serious immediate family illness.

XIX. Longevity Increment

The Board will pay a longevity increment of $100.00 per year after a minimum of five (5) years and a maximum of twenty (20) years of service in the district. It will be the responsibility of the employee to submit a letter of resignation on or before August 15, prior to their last year of employment, in order to qualify for the longevity increment.

XX. Homebound and Summer School Instruction

Professional staff members employed as homebound or summer school instructors will be paid at their pro rated hourly rate.

XXI. Association Business

Association delegates will be permitted up to a total of six (6) days leave for association business without loss of pay. However, Clarion Area Education Association will reimburse the district for the cost of substitute teachers for each of these days used.

Two representatives of the association will be permitted to attend the Annual State Department of Classroom Teachers Conference without loss of pay.

The association president will be permitted to travel between school buildings during his or her free periods.

The board will make available to the association president a copy of the board's minutes and the agenda for upcoming meetings at the same time these are sent to board members.

XXII. Flexible Days

The Board will provide eight or more flexible days during the school year, i.e., dismissing the students for 1/2 day thus allowing the teachers time for curriculum and long range planning, parent-teacher conferences, record keeping, departmental meetings, and special teacher-training and book display programs.

APPENDIX D

Hours of Work and Other Conditions of Employment

I. Elementary teachers are to be in their respective rooms or assigned area forty five (45) minutes before the tardy bell for pupils. Elementary teachers are to remain in their respective room or assigned area twenty-five (25) minutes after the dismissal bell for pupils except the last school day of the week.

Secondary teachers are to be in their respective rooms or assigned area fifteen (15) minutes before the tardy bell for pupils. Secondary teachers are to remain in their respective room or assigned area ten (10) minutes after the dismissal bell for pupils except the last school day of the week.

Teachers assigned to extra curricular activities following dismissal will be excused from the above requirement to meet with the student group, etc.

II. Teachers meetings are to be held the first school Monday of each school month. Meetings will start ten (10) minutes following the dismissal bell and will not exceed one hour. One coach for each of the sports in session will be excused.

Special teachers meetings may be called by giving a forty-eight (48) hour notice, however, meetings should not exceed two a month. Administrators reserve the right to cancel scheduled meetings.

III. Personal business is not to be conducted during the working day, however, teachers will have a thirty (30) minute duty free lunch period at which time they may leave the school.

The length of the school day for secondary teachers is 7½ hours, including a thirty (30) minute duty free lunch period.

The length of the school day for elementary teachers is 7¼ hours. including a thirty (30) minute duty free lunch period.

IV. Both the Association and the Board will establish meet and discuss committees to improve communication between the two parties. Upon the request of either party, meetings can be called once a month.

V. Paraprofessionals will be provided to staff the teacher production rooms in both the elementary and secondary buildings.

APPENDIX E

GRIEVANCE PROCEDURE

I. Definition

A. A "grievance" is a dispute as to the interpretation of this agreement.

B. A "grievant" is an employee who files a grievance.

C. "Day" means calendar day, Saturdays, Sundays and state mandated legal holidays excluded as the last day of the time limit.

D. " Representative" is a person or agent designated to represent either party in the grievance procedure.

E. "Party in interest" is a person, agent or agency with an interest in the grievance.

F. "Class grievance" is a formal grievance by two (2) employees each in a separate building.

G. "Formal Grievance" means that all requests and decisions shall be in writing.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this agreement.

C. Formal grievances shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.

F. A grievant shall be permitted representatives including an Association representative limited to two (2) persons at all levels of the formal procedures, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

G. There shall be one (1) Association designated employee grievance representative in each school building.

H. There shall be no additional evidence submitted during the grievance process, once a formal grievance has been filed.

I. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.

J. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.

K. Class grievances shall be filed at Level III, within ten (10) days of the occurrence.

III. Processing

A. Level I - Informal Grievance

A grievant shall discuss informally with his immediate supervisor any alleged misinterpretation of this agreement, within three (3) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance it to Level II.

B. Level II - Formal Gievances

1. A grievant shall file a formal grievance within seven (7) days of the occurrence, and shall specify the clause of the agreement, the nature of the grievance, the evidence and the remedy.

2. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his decision within five (5) days after the hearing.

C. Level III - Appeals to the Superintendent

1. Within five (5) days of the decision at Level II, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.

2. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.

3. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his decision.

D. Level IV - Appeal to Board of Education

1. Within five (5) days of the decision at Level III the grievant may request an appeal with the Board of Education. The appeal shall include all materials previously submitted.

2. The Board shall establish a hearing within thirty-one (31) days following such request and shall notify the grievant at least ten (10) days prior to the hearing date.

3. Within five (5) days after the Board decision the President of the Board shall notify all parties in interest of his decision.

E. Level V. - Arbitration

1. Within ten (10) days of the decision of the Board the grievant may request arbitration of the grievance by filing notice with the Superintendent.

2. The parties in interest shall request a list of arbitrators from the ~~Bureau of Mediation~~ AM. ARBITRATION ASS'N as stated in Act 195.

3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested, and the process repeated.

4. The arbitrator shall establish rules for the hearing, except as provided herein.

5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.

6. The arbitrator shall have no power to add to, subract from or alter the language of the agreement. He shall have no power to make an award inconsistent with the law. He shall rule only on the interpretation of the clause of the agreement.

7. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.

8. The costs of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedures.

2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.

3. All records of grievanc processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Association will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

CLARION AREA SCHOOL DISTRICT

CONTRACT PROPOSAL

February 2, 1978

for

1978-81 School Years

to

CLARION AREA EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

I. Recognition

The Clarion Area Education Association, an affiliate of the Pennsylvania State Education Association and the National Education Association, hereinafter called the bargaining agent, is hereby recognized by the Clarion Area School District, hereinafter called the employer, as the bargaining agent for all full time professionally certificated personnel below the first level of supervision, hereinafter called the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. Term of Agreement

The term of agreement shall begin on September 1, 1978 and shall continue in full force and effect until August 31, 1981.

III. No Strike - No Lockout Provision

Both parties agree to faithfully abide by the provisions of Act 195 (as signed into law July 23, 1970) and known as the Pennsylvania Public Employe Bargaining Law. As a condition of the various provisions of this Agreement to which the parties have agreed, the School District pledges that it will not conduct or cause to be conducted, a lockout during the term of this Agreement and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as the term is defined in Section 301 (9) of Act 195) during the term of this Agreement.

IV. Wages and Salary Provisions

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A & B, made part of this agreement, and that the schedule of wages and salaries set forth in Appendix A & B shall be the schedule which shall remain in force for the period of this agreement.

V. Other Employee Benefits

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix C, attached to and made part of this agreement, and that the other employee benefits set forth in Appendix C shall be the benefits in force for the period of this agreement.

VI. Hours of Work and Other Conditions of Employment

The parties agree that hours of work and other conditions of employment to be effected by this agreement are accurately reflected in Appendix D, attached to and made part of this agreement, and that the conditions set forth in Appendix D shall be the conditions which shall remain in force for the period of this agreement.

VII. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both employer and employee serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix E, attached hereto and made part of this agreement, and that the procedures set forth in Appendix E shall be the procedures which shall remain in force for the period of this agreement.

VIII. Waivers

The parties agree that all negotiable items presented have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

IX. Clarion Area Education Association Expenses

All expenses of the Clarion Area Education Association shall be borne by the association.

X. Compiling of Collective Bargaining Agreement

Copies of the collective bargaining agreement will be compiled and mimeographed by the Clarion Area School Board and distributed to all Professional Employees.

XI. Prior Agreements

It is specifically agreed and understood that all previous agreements between the Board and individual teachers and/or the Association shall be of no force or effect hereafter and are hereby superseded in all respects by this Agreement.

XII. Savings Clause - Conformity To Law

If the enactment of legislation, or a final determination by a Court of competent jurisdiction renders any portion of this agreement contrary to law, said portion shall be invalid and unenforcible and shall not be applicable or performed or enforced, except to the extent that it is permitted by law.

In the event that any provision of this agreement is, or at any time shall be, contrary to law, it shall not affect, impair or invalidate the remainder of the agreement, which shall remain in full force and effect according to its terms in the same manner as if such invalid portion had not been originally included herein.

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under the Public School Code of 1949, as amended, or the Public Employe Relations Act, 195, or other applicable laws and regulations.

APPENDIX A

I. Wage and Salary Provisions

The Professional Salary Schedule as shown on Page 5 of this agreement shall be in effect for all professional employees during the 1978-79 and 1979-80 and 1980-81 school years.

II. Teachers shall be placed on their proper step in the salary schedule which will be determined by years of service in Pennsylvania or by a mutually agreed upon step plus years of service in the Clarion Area School District. The salary schedule, as indicated, is for 182 days.

III. All professional employees, when employed, shall be employed at a mutually agreed upon salary, but not less than the minimum salary as indicated in the schedule.

SALARY SCHEDULE

Step	1978-79		1979-80		1980-81	
	B	M	B	M	B	M
1	9,900	10,200	10,200	10,500	10,500	10,800
2	10,500	10,800	10,800	11,100	11,100	11,400
3	10,800	11,100	11,100	11,400	11,400	11,700
4	11,100	11,400	11,400	11,700	11,700	12,000
5	11,400	11,700	11,700	12,000	12,000	12,300
6	11,700	12,000	12,000	12,300	12,300	12,600
7	12,000	12,300	12,300	12,600	12,600	12,900
8	12,300	12,600	12,600	12,900	12,900	13,200
9	12,600	12,900	12,900	13,200	13,200	13,500
10	12,900	13,200	13,200	13,500	13,500	13,800
11	13,200	13,500	13,500	13,800	13,800	14,100
12	13,500	13,800	13,800	14,100	14,100	14,400
13	13,800	14,100	14,100	14,400	14,400	14,700
14	14,100	14,400	14,400	14,700	14,700	15,000
15	14,400	14,700	14,700	15,000	15,000	15,300
16	14,700	15,000	15,000	15,300	15,300	15,600
17	15,000	15,300	15,300	15,600	15,600	15,900
18	15,300	15,600	15,600	15,900	15,900	16,200
19	15,600	15,900	15,900	16,200	16,200	16,500
20	15,900	16,200	16,200	16,500	16,500	16,800
21	16,200	16,500	16,500	16,800	16,800	17,100
22		16,800	16,800	17,100	17,100	17,400
23				17,400		17,700

APPENDIX B

SUPPLEMENTAL CONTRACTS

POSITION	MINIMUM	MAXIMUM (5 INCREMENTS)	AMOUNT OF INCREASE
Head Football Coach	900.00	1525.00	125.00
Ass't. Football Coaches	600.00	1100.00	100.00
Jr. Hi. Football Coach	600.00	1100.00	100.00
Ass't Jr. Hi. Football Coach	600.00	975.00	75.00
Head Basketball Coach	900.00	1525.00	125.00
Ass't. Basketball Coach	600.00	1100.00	100.00
Jr. Hi. Basketball Coach	500.00	1000.00	100.00
Ass't. Jr. Hi. Basketball Coach	500.00	875.00	75.00
Head Wrestling Coach	900.00	1525.00	125.00
Ass't. Wrestling Coach	600.00	1100.00	100.00
Jr. Hi. Wrestling Coach	500.00	1000.00	100.00
Head Track Coach	700.00	1325.00	125.00
Ass't. Track Coach	500.00	1000.00	100.00
Cross Country Coach	400.00	775.00	75.00
Head Basketball Girls	700.00	1200.00	100.00
Ass't. Basketball Girls	500.00	875.00	75.00
Jr. Hi. Basketball Girls	500.00	875.00	75.00
Volleyball Coach Girls	500.00	875.00	75.00
Track Coach Girls	500.00	1075.00	125.00
Cheerleading Coach	400.00	775.00	75.00
Ass't. Cheerleading	400.00	650.00	50.00
Athletic & I.M. Director	900.00	1525.00	125.00
Intramural Coaches	300.00	550.00	50.00
Golf Coach	200.00	325.00	25.00
Yearbook Advisor	400.00	650.00	50.00
Drama Advisor (2 productions)	400.00	650.00	50.00
Ass't. Drama Advisor's	300.00	425.00	25.00
Scholastic Quiz Coach	300.00	425.00	25.00
Summer Music Director	400.00	650.00	50.00

APPENDIX C

Other Employee Benefits

I. Personal Leave Days

The Board shall grant to each teacher up to two days of personal business leave each year for urgent personal business such as court appearances, house closings, banking transactions, initial college registration of a teacher's child, high school or college graduation for an immediate family member or other compelling personal business reason provided said urgent personal business cannot be conducted on other than school hours or is of a personal emergency nature requiring immediate attention. Except for unforeseen emergency situations requiring immediate attention and where a request for leave approval is possible only after the teacher's absence, leave for personal business shall be requested at least one week in advance. In emergency situations referred to hereinabove, request for personal leave shall be made within three days of the teacher's absence. To be considered as personal business leave, all requests for said leave must be approved by the Superintendent.

Where a teacher feels that the intended use of the two days of personal leave is of such a confidential nature that it should not be publicly disclosed, he shall be permitted to use the two days of personal business leave provided he requests such leave in writing in a timely manner as provided for hereinabove and provided further that he affirms in writing that the intended use of the leave is permitted by and included in the contractually valid use of personal business leave as contained herein above.

Personal business shall not include recurring obligations of a teacher and shall be non-cumulative.

The following additional guidelines will prevail:

a. Request for the day will not be approved the day before vacation periods nor the day following a vacation period except in the event of an emergency situation.

b. A maximum limit of ten percent (10%) of the total staff in a building will be granted on any one day.

II. Reimbursement for Credits Beyond Baccalaureate Degree

Tuition will be reimbursed for credits earned toward permanent certification or the First Master Degree program in the field of certification held by the applicant. All others must have the approval of the Superintendent. Reimbursement will be paid for twelve (12) credits per year with the exception granted to any employee on Sabbatical Leave and attending School on a full time basis, in which case reibursement will be based on number of credits earned.

The year is defined as September through August. A recipient must be a member of the staff in order to receive reimbursement. Payment for credits does not increase the base salary of the employee. For district reimbursement credits must carry at least a "C" grade.

III. Hospitalization, Medical, Surgical, Major Medical

The Clarion Area School District will contribute toward the purchase of coverage (family, husband & wife, or individual) for which the employee qualifies. (Blue Cross, Blue Shield, Major Medical, Plan U) at the dollar rate paid during the 1977-78 school year. The employee will be responsible for the balance of any additional premium.

The Board reserves the right to reject an application of an employee if the spouse has a similar or better coverage and this program would be a duplication. The employee is responsible to initiate this coverage through the Clarion Area School Board Secretary and will do the same to modify the coverage, when he deems it necessary.

Any change in carrier must be approved by both parties.

IV. Life Insurance

The Clarion Area School Board will purchase Twelve Thousand Dollars ($12,000.00) group term life insurance including disability and dismemberment coverage.

V. Tax Sheltered Annuity

The Clarion Area School Board will continue the Tax Sheltered Annuity program under existing conditions.

VI. Salary Payments

The Clarion Area School Board will provide for twenty four (24) pay periods. A professional staff member will receive five (5) checks on June 20 unless he or she requests that they be held and mailed on the appropriate date in July and August. The staff member making the request shall furnish four (4) self addressed stamped envelopes.

VII. Equitable Savings

The Clarion Area School Board will continue the Equitable Savings program under existing conditions.

VIII. Income Protection Insurance (Educators)

The Clarion Area School Board will continue the group Health and Accident Insurance program presently in existence. The employee is responsible to initiate this coverage through the Clarion Area School Board Secretary and will authorize the deduction in writing. The same must be done for any modification in the program.

IX. Leave of Absence

A professional employee on leave of absence will be responsible for the payment of the premium on all fringe benefits in which he is enrolled.

X. Use of Teacher Mail Boxes

The Clarion Area School Board agrees to the use of teacher mail boxes for the dissemination of Clarion Area Education Association notices and literature.

XI. Jury Duty Leave

Teachers who are required to fill jury duty assignments during school or in-service days shall be granted a paid leave of absence for such days during the time that they are fulfilling the said jury duty assignments. A teacher who is granted such paid leave shall submit to the Board all monies received in connection with his jury duty assignments while on paid jury duty leave within ten (10) days of receipt of said monies.

To be eligible for said paid jury duty leave, a teacher must:

(1) Inform his Principal of the call to jury duty service within twenty-four (24) hours of receipt of official notice requiring such service; and

(2) Upon completion of jury duty assignment, the teacher shall submit to his Principal a statement signed by the Clerk of the Court where he has served his jury duty, stating the hours of duty actually assigned.

A teacher granted paid jury duty leave and who is excused from said jury duty on or before 12:00 noon shall return to his assignment for the remainder of the school day except where his jury duty assignment involves excessive travel which would preclude his return to the school prior to the completion of the school day.

XII. Maintenance of Membership

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employe Relations Act, Act 195, which reads as follows:

> " Maintenance of membership" means that all employees who have joined an employe organization or who join the employe organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employe or employes may resign from such employe organization during a period of fifteen (15) days prior to the expiration of any such agreement.

XIII. Dental Insurance

The Clarion Area School District will contribute toward the purchase of a Basic Family Dental Care program (family, husband & wife, or individual) for which the employee qualifies (Blue Shield) at the dollars paid during the 1977-78 school year. The employee will be responsible for the balance of any additional premium.

The Board reserves the right to reject an application of an employee if the spouse has a similar or better program and this program would be a duplication. The employee is responsible to initiate this coverage through the Clarion Area School Board Secretary and will do the same to modify the coverage, when he or she deems it necessary.

Any change in carrier must be approved by both parties.

XVI. Longevity Increment

The Board will pay a longevity increment of $100.00 per year after a minimum of five (5) years and a maximum of ten (10) years of service in the district. It will be the responsibility of the employee to submit a letter of resignation on or before August 15, prior to their last year of employment, in order to qualify for the longevity increment. The employee must meet the minimum requirement for retirement.

XVII. Homebound and Summer School Instruction.

Professional Staff members employed as Homebound or Summer School Instructors will be paid at their pro-rated hourly rate.

APPENDIX D

Hours of Work and Other Conditions of Employment

I. Elementary teachers are to be in their respective rooms or assigned area forty-five (45) minutes before the tardy bell for pupils. Elementary teachers are to remain in their respective room or assigned area thirty (30) minutes after the dismissal bell for pupils except the last day of the week.

Secondary teachers are to be in their respective room or assigned area fifteen (15) minutes before the tardy bell for pupils. Secondary teachers are to remain in their respective room or assigned area fifteen (15) minutes after the dismissal bell for pupils except the last day of the week.

Teachers assigned to extra curricular activities immediately following dismissal will be excused from the above requirement to meet with the student group.

II. Teachers meetings are to be held the first school Monday of each school month. Meetings will start ten (10) minutes following the dismissal bell and will not exceed one hour. One coach of the sport in season will be excused.

Special teachers meetings may be called by giving a forty-eight (48) hour notice. Administrators reserve the right to cancel scheduled meetings.

III. Teachers will not be excused early or at any time during the school day. Personal business is not to be conducted during the working day.

Teachers will have a thirty (30) minute duty free lunch period at which time they may leave the school. Teachers will sign out and in at the office. Any lateness will be docked.

IV. Extra Curricular activities and assignments will continue to function as they are at the present time.

V. Any deviations from the above, because of an emergency, must be cleared by the respective principal or his representative.

VI. Rights Reserved To The Board

1. The Board reserves all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the express terms and conditions of this agreement.

2. The Association recognizes and acknowledges that the management of the school system and the direction of educational staff, including but not limited to, the right to hire, promote, transfer, discharge, lay-off or otherwise effect the employment status of the teachers; the right to plan, direct and control operations; to establish methods and schedules of operation; to introduce new or improved methods or facilities; to promulgate, amend and enforce such rules, regulations, policies and procedures as it deems necessary and proper for the successful operation of the school system; and in all other respects to carry out the ordinary and customary functions of management, is vested solely and exclusively in the Board except as in this Agreement otherwise expressly provided.

3. By not exercising the rights hereby reserved to it and so acknowledged by the Association, or by exercising them in a specific way, the Board shall not be deemed to have waived the rights so reserved to it and to its representative nor shall it be deemed to have waived its right to exercise them in any other way not in conflict with the express terms and conditions of this Agreement.

APPENDIX E

Grievance Procedure

I. Definition

A. A "grievance" is a dispute as to the interpretation of this agreement.

B. A "grievant" is an employee who files a grievance.

C. "Day" means calendar day, Saturdays, Sundays and state mandated legal holidays excluded as the last day of the time limit.

D. "Representative " is a person or agent designated to represent either party in the grievance procedure.

E. "Party in Interest" is a person, agent or agency with an interest in the grievance.

F. "Class grievance" is a formal grievance by two (2) employees each in a separate building.

G. "Formal Grievance" means that all requests and decisions shall be in writing.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of agreement.

C. Formal grievances shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.

F. A grievant shall be permitted representatives including an Association representative limited to two (2) persons at all levels of the formal procedures, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

G. There shall be one (1) Association designated employee grievance representative in each school building.

H. There shall be no additional evidence submitted during the grievance process, once formal grievance has been filed.

I. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.

J. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.

K. Class grievances shall be filed at Level III, within ten (10) days of the occurrence.

III. Processing

A. Level I - Informal Grievance

A grievant shall discuss informally with his immediate supervisor any alleged misinterpretation of this agreement, within three (3) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance it to Level II.

B. Level II - Formal Grievances

1. A grievant shall file a formal grievance within seven (7) days of the occurrence, and shall specify the specific section of the agreement violated, the nature of the grievance, the evidence including the date of the alleged violation, and the suggested remedy.

2. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his decision within five (5) days after the hearing.

C. Level III - Appeals to the Superintendent.

1. Within five (5) days of the decision at Level II, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.

2. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.

3. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his decision.

D. Level IV - Appeal to Board of Education.

1. Within five (5) days of the decision at Level III the grievant may request an appeal with the Board of Education. The appeal shall include all materials previously submitted.

2. The Board shall establish a hearing within thirty-one (31) days following such request and shall notify the grievant at least ten (10) days prior to the hearing date.

3. Within five (5) days after the Board decision the President of the Board shall notify all parties in interest his decision.

E. Level V. - Arbitration

1. Within ten (10) days of the decision of the Board the grievant may request arbitration of the grievance by filing notice with the Superintendent.

2. The parties in interest shall request a list of arbitrators from the American Association of Arbitrators.

3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested, and the process repeated.

4. The arbitrator shall establish rules for the hearing, except as provided herein.

5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either part.

6. The arbitrator shall have no power to add to, subtract from or alter the language of the agreement. He shall have no power to make an award inconsistent with the law. He shall rule only on the interpretation of the clause of the agreement.

7. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decisions shall be effective only if such legislation is enacted.

8. The costs of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedures.

2. The filing or pendency of any grievance shall not impede the normal mangement and operation of the schools.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Association will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

GRIEVANCE REPORT

BY THE AGGRIEVED

Aggrieved Person____

Home Address____

School____________________________Principal________________________

Years in School System______________Subject Area or Grade______________

Date of Grievance___________Date of Formal Presentation______________

Section of Agreement Violated___________________________________

Statement of Grievance:

Solution Suggested:

Signature of Aggrieved________________________________Date______________

Complete all forms in triplicate. One to be returned to employee.

Effective Date and Signature

This agreement is made and entred into this___________day of __________________, 1978, by and between the Clarion Area School District and the Clarion Area Education Association.

By____________________________________
Clarion Area School Board President

By____________________________________
Clarion Area Education Association
President

APPENDIX D

SUPERINTENDENT'S JOB DESCRIPTION, PAGES 160 - 162.

CLARION AREA SCHOOL
DISTRICT

Clarion, Pennsylvania

SUPERINTENDENT OF SCHOOLS

As the senior executive of the Clarion Area School District within the requirements of the School Code of the Commonwealth of Pennsylvania, the Superintendent directs the development and recommends to the School Board objectives and programs to fulfill the educational needs of all pupils and potential pupils of the school community; provides overall direction to the activities of the district and its personnel toward the accomplishment of these approved objectives; conserves the District's assets and resources, establishes and recommends school policies, and maintains and enhances the District's standing in all its major internal and external relationships.

The authority and responsibility of the Superintendent extends to all activities of the Clarion Area School District and to all phases of the educational plant and program and to the conduct of such other work as may be assigned by the Board of Directors.

The Superintendent is a commissioned officer of the Pennsylvania Department of Education.

DUTIES OF THE SUPERINTENDENT

1. To visit the schools under his control; to supervise instruction in the classroom and consult with and advise the principals and teachers in procedures, methods and materials of instruction so that the best results may be obtained by the pupils, and to exercise such other functions of the educational administrative leadership, supervision and guidance as may be necessary for producing the best possible educational conditions and outcomes.

2. To ascertain if teachers are properly certified, make reports on the schools to the Board of Education, to the Director of the Intermediate Unit and to the Department of Education when so required.

3. To direct the organization of the school system and the assignment of members subject to the approval of the Board of Education.

4. To attend all regular and special meetings of the Board of Education.

Clarion Area School District
Duties of the Superintendent (continued)

5. To prepare and submit to the Board of Education for its approval statements of policy, programs, etc., requiring action by the Board which he believes are needed for the proper control and management of the schools.

6. To assist the Board of Education in reaching sound judgments establishing policies and to place before the Board, when needed, helpful facts, information and reports resulting from investigations and research.

7. To prepare and administer, subject to the approval of the Board of Education, and administrative code to specify the duties of all personnel employed by the Clarion Area School District.

8. To prepare, with all concerned, a yearly financial budget for the Board's approval.

9. To prepare specifications for all educational materials to the end that quotations and bids may be obtained and submitted to the Board of Education for final approval.

10. To recommend principals, supervisors, teachers, secretaries and other employees to the Board of Education for appointment or transfer within the system.

11. To control and direct the classification and promotion of pupils as regulated by the Pennsylvania Department of Education.

12. With the counsel and cooperation of the faculty, to prepare, as needed, the program of studies of the Clarion Area School District.

13. To be responsible for the proper care and use of all school properties.

14. To see that all reports required by law or helpful to the progress of public education be properly made.

15. To maintain an up-to-date accurate personnel file of facts concerning all employees of the Clarion Area School District.

16. To be responsible for the keeping of all school records as required by law or by the Board of Education.

17. To certify all tuition pupils.

18. To make recommendations in cooperation with all concerned to the Board concerning repairs, alterations to buildings, grounds and equipment.

Clarion Area School District
Duties of the Superintendent (continued)

19. To have the authority to make any reasonable rules or regulations concerning the deportment of students while they are in the school buildings or on the school grounds in accordance with Board policy, to exercise such disciplinary authority as is provided by law and to recommend to the Board of Education the expulsion of students for just cause.

20. To authorize the purchase of textbooks, supplies and equipment provided that the monies have been included in the budget and an adequate balance is available.

21. To authorize emergency repairs to the buildings in the event of emergency, such expenses to be duly reported to the Board of Education for concurrence.

22. To keep the Board of Education informed of pending legislation affecting the schools.

23. To attend professional meetings, conferences and conventions with the approval of the Board where his presence can be of benefit to the school system.

24. To plan and execute a program for professional growth of all employees of the district.

25. To submit annually a report on the state of the school district and to propose future educational and administrative changes for the improvement of instruction.

26. To plan and administer a program of public relations for the school system.

27. To prepare for Board of Education approval, a calendar for the school year recognizing such religious and patriotic holidays as required by law.

28. To serve as a member of the advisory boards of the Clarion Manor Intermediate Unit #6 and the Clarion County Area Vocational-Technical School.

29. To perform such other duties consistent with the role assigned to him by the Board of Education.

APPENDIX E

TEACHER SALARIES - PAGES 163 - 166

Name	Step 1977-78	1977-78 Salary	Year 1 Increase	1978-79 Salary	Step 1978-79	Year 2 Increase	1979-80 Salary	Step 1979-80
1.	B-10	12,600	1150	13,750	B-11	1300	15,050	B-12
2.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
3.	M-9	12,600	1150	13,750	M-10	1200	14,950	M-11
4.	M-13	13,800	1250	15,050	M-14	1200	16,250	M-15
5.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
6.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
7.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
8.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
9.	M-18	15,300	1350	16,650	M-19	1200	17,850	M-20
10.	B-12	13,200	1250	14,450	B-13	1200	15,650	B-14
11.	B-9	12,300	1150	13,450	B-10	1200	14,650	B-11
12.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
13.	M-20	17,666	1279	18,945*	M-20	1333	20,278	M-21
14.	M-11	13,200	1250	14,450	M-12	1200	15,650	M-13
15.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
16.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
17.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
UB TOTAL 1		251,956	20,179	272,145		20,633	292,778	

TEACHER SALARIES

18.	B-11	12,900	1250	14,150	B-12	1200	15,350	B-13
19.	M-13	13,800	1250	15,050	M-14	1200	16,250	M-15
20.	M-12	13,500	1250	14,750	M-13	1200	15,950	M-14
21.	M-13	13,800	1250	15,050	M-14	1200	16,250	M-15
22.	B-9	12,300	1150	13,450	B-10	1200	14,650	B-11
23.	M-13	13,800	1250	15,050	M-14	1200	16,250	M-15
24.	M-12	13,500	1250	14,750	M-13	1200	15,950	M-14
25.	M-20	17,666	1279	18,945*	M-20	1333	20,278	M-21
26.	B-13	13,500	1250	14,750	B-14	1200	15,950	B-15
27.		10,200	1050	11,250		1200	12,450	
28.	B-5	11,100	1150	12,250	B-6	1200	13,450	B-7
29.	M-18	16,150	1425	17,575**	M-19	1266	18,841	M-20
30.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
31.	M-11	13,200	1250	14,450	M-12	1200	15,650	M-13
32.	B-16	14,400	1250	15,650	B-17	1300	16,950	B-18
33.	B-3	10,500	1050	11,550	B-4	1200	12,750	B-5
34.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
35.	B-17	14,700	1350	16,050	B-18	1200	17,250	B-19
36.	M-16	14,700	1250	15,950	M-17	1300	17,250	M-18
SUB TOTAL 2		260,916	23,254	284,170		23,199	307,369	

Teacher's Salaries

37.	B-12	13,200	1250	14,450	B-13	1200	15,650	B-14
38.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
39.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
40.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
41.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
42.	B-19	16,300	50	16,350	M-18	1200	17,550	M-19
43.	B-11	12,900	1250	14,150	B-12	1200	15,350	B-13
44.	M-9	12,600	-4914	7,686	M-10	856	8,542	M-11
45.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
46	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
47.	M-19	15,600	1450	17,050	M-20	1200	18,250	M-21
48.	M-12	13,500	1250	14,750	M-13	1200	15,950	M-14
49.	B-15	14,100	1250	15,350	B-16	1200	16,550	B-17
50.	M-15	14,400	1250	15,650	M-16	1200	16,850	M-17
51.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
52.	M-12	14,250	1320	15,570**	M-13	1266	16,836	M-14
53.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
54.	B-5	11,100	1150	12,250	B-6	1200	13,450	B-7
55.	B-3	10,500	1050	11,550	B-4	1200	12,750	B-5
SUB TOTAL 3		274,450	15,556	290,006		22,522	312,528	

56.	B-12	13,200	1250	14,450	B-13	1200	15,650	B-14
57.	B-12	13,200	1250	14,450	B-13	1200	15,650	B-14
58.	M-9	12,600	1150	13,750	M-10	1200	14,950	M-11
59.	M-20	15,900	1150	17,050	M-20	1200	18,250	M-21
60.	B-19	15,300	2150	17,450#	B-19	-4400	13,050	M-5***
61.	B-8.5	12,150	1150	13,300	B-9.5	1200	14,500	B-10.5
62.	B-5.5	11,250	1150	12,400	B-6.5	1200	13,600	B-7.5
63.	B-5	11,100	1150	12,250	B-6	1200	13,450	B-7
64.	B-14	13,600	1250	15,050	B-15	1200	16,250	B-16
65.	B-19	15,300	1150	16,450	B-19	1200	17,650	B-20
66.	E-9	12,300	1150	13,450	E-10	1200	14,650	E-11
SUB TOTAL 4		146,100	13,950	160,050		7,600	167,650	
GRAND TOTAL		933,432	72,939	1,006,371		73,954	1,080,325	
AVE. TEACH. SAL.		14,143		15,248			16,368	
AVE. INC.			1105			1120		

* 10 mos.

**9.5 mos.

*** Prospective replacement

# Longevity payment

APPENDIX F

FINAL CONTRACT BETWEEN CLARION AREA SCHOOL DISTRICT AND CLARION AREA EDUCATION ASSOCIATION, FOR 1978 - 1980

PAGES 167 - 186.

CLARION AREA SCHOOL DISTRICT

CONTRACT

for

1978-80

CLARION AREA SCHOOL DISTRICT

with

CLARION AREA EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

I. Recognition

The Clarion Area Education Association, an affiliate of the Pennsylvania State Education Association and the National Education Association, hereinafter called the bargaining agent, is hereby recognized by the Clarion Area School District, hereinafter called the employer, as the bargaining agent for all full time professionally certificated personnel below the first level of supervision, hereinafter called the bargaining unit, and for the employes properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the term and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. Term of Agreement

The term of agreement shall begin on September 1, 1978 and shall continue in full force and effect until August 31, 1980.

III. No Strike - No Lock Out Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania public employee bargaining law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and the employer pledges that it will not conduct or cause to be conducted, a lock out during the term of this agreement.

IV. Wages and Salary Provisions

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A & B, made part of this agreement, and that the schedule of wages and salaries set forth in Appendix A & B shall be the schedule which shall remain in force for the period of this agreement.

V. Other Employee Benefits

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix C, attached to and made part of this agreement, and that the other employee benefits set forth in Appendix C shall be the benefits in force for the period of this agreement.

VI. Hours of Work and Other Conditions of Employment

The parties agree that hours of work and other conditions of employment to be effected by this agreement are accurately reflected in Appendix D, attached to and made part of this agreement, and that the conditions set forth in Appendix D shall be the conditions which shall remain in force for the period of this agreement.

VII. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both employer and employees serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix E, attached hereto and made part of this agreement, and that the procedures set forth in Appendix E shall be the procedures which shall remain in force for the period of this agreement.

VIII. Waivers

The parties agree that all negotiable items presented have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

IX. Clarion Area Education Association Expenses

All expenses of the Clarion Area Education Association shall be borne by the association.

X. Compiling of Collective Bargaining Agreement

Copies of the collective bargaining agreement will be compiled and copied by the Clarion Area School Board and distributed to all Professional Employees.

XI. Statutory Savings Clause

If the enactment of legislation, or a final determination by a Court of competent jurisdiction renders any portion of this agreement contrary to law, said portion shall be invalid and unenforcible and shall not be applicable or performed or enforced, except to the extent that it is permitted by law.

In the event that any provision of this agreement is, or at any time shall be, contrary to law, it shall not affect, impair or invalidate the remainder of the agreement, which shall remain in full force and effect according to its terms in the same manner as if such invalid portion had not been originally included herein.

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act 195, or other applicable laws and regulations.

XII. Collection, Maintenance and Dissemination of Teacher Records

Any member of the bargaining unit shall have the right at any reasonable time to review the contents of his personal file. He shall also have the right to obtain copies of any non-confidential item or items in his file.

Any employee shall have the right to submit a written commentary to any material placed in his file, and such written comment shall be attached to the item in question in his file.

Nothing derogatory or unfavorable toward an employee shall be placed in his file unless the employee has first been presented with a copy of such material and has had a right to respond, in writing to such material. Such response shall be attached to the material and made part of his file. Anytime the file is reviewed by anyone other than administrator or secretarial personnel a record will be maintained in the file of who has reviewed it, the date reviewed and the reason for such review.

XIII. Posting of Professional Vacancies

Where a confirmed opening develops in a professional position a notice announcing the opening shall be sent to each school for posting at least five (5) consecutive days prior to accepting outside applications.

During summer vacation the administration will notify the association president if a vacancy develops.

XIV. Transfer

Prior to any transfer, the affected employee(s) will be consulted and apprised of the need for such transfer.

XV. Meetings or Hearings

When a bargaining unit member is required to appear before the chief school administrator and/or the board or any board committee concerning a matter which could adversely influence the continuation of an employee in his position, employment, or salary, or any increments pertaining thereto, he or she shall be given two days written notice. The note will include: the reasons for the meeting(s) and a list of the people who will attend. The employee shall be entitled to have a representative present to advise and represent him or her during the meeting(s).

XVI. Employee Protection

The teacher may act forcefully to protect himself or to prevent an attack or injury to another teacher or student.

APPENDIX A

Wage and Salary Provisions

I. The Professional Salary Schedule as shown on Page 6 of this agreement shall be in effect for all professional employees during the 1978-79 and 1979-80 school years.

II. Teachers shall be placed on their proper step in the salary schedule which will be determined by years of service in Pennsylvania or by a mutually agreed upon step plus years of service in the Clarion Area School District. The salary schedule, as indicated, is for a 180 day school term.

III. All professional employees, when employed, shall be employed at a mutually agreed upon salary, but not less than the minimum salary as indicated in the schedule.

Professional Salary Schedule

Step	1977 - 1978		1978 - 1979		1979 - 1980	
	Bachelor's	Master's	Bachelor's	Master's	Bachelor's	Master's
1	9600	9900	10650	10950	11350	11650
2	10200	10500	10950	11250	11850	12150
3	10500	10800	11250	11550	12150	12450
4	10800	11100	11550	11850	12450	12750
5	11100	11400	11850	12150	12750	13050
6	11400	11700	12250	12550	13150	13450
7	11700	12000	12550	12850	13450	13750
8	12000	12300	12850	13150	13750	14050
9	12300	12600	13150	13450	14050	14350
10	12600	12900	13450	13750	14350	14650
11	12900	13200	13750	14050	14650	14950
12	13200	13500	14150	14450	15050	15350
13	13500	13800	14450	14750	15350	15650
14	13800	14100	14750	15050	15650	15950
15	14100	14400	15050	15350	15950	16250
16	14400	14700	15350	15650	16250	16550
17	14700	15000	15650	15950	16550	16850
18	15000	15300	16050	16350	16950	17250
19	15300	15600	16450	16650	17250	17550
20		15900		17050	17650	17850
21						18250

APPENDIX B

Supplemental Contracts

POSITION	MINIMUM	MAXIMUM	AMT. OF INC.	NUMB. OF INC.
Head Football Coach	900	1650	125	6
Ass't. Football Coaches	600	1200	100	6
J.H. Football Coach	600	1200	100	6
Ass't. J.H. Football Coach	600	1050	75	6
Head Basketball Coach	900	1650	125	6
Ass't. Basketball Coach	600	1200	100	6
J. H. Basketball Coach	500	1100	100	6
Ass't. J.H. Basketball Coach	500	950	75	6
Head Wrestling Coach	900	1650	125	6
Ass't. Wrestling Coach	600	1200	100	6
J.H. Wrestling Coach	500	1100	100	6
Head Track Coach	700	1450	125	6
Ass't. Track Coach	500	1100	100	6
Cross Country	500	950	75	6
Head Basketball - Girls	700	1450	125	6
Ass't. Basketball - Girls	500	1100	100	6
J.H. Basketball - Girls	500	950	75	6
Volleyball Coach - Girls	500	950	75	6
Track Coach - Girls	500	1250	125	6
Ass't. Track Coach - Girls	400	1000	100	6
Cheerleading Coach	400	850	75	6
Ass't. Cheerleading	400	700	50	6
Ath. & I.M. Director	900	1650	125	6
Intramural Coaches	300	600	50	6
Golf Coach	300	600	50	6
Yearbook Advisor	450	750	50	6
Drama Advisor (2 productions)	450	750	50	6
Ass't. Drama Advisors	300	450	25	6
Summer Music Director	450	750	50	6
Scholastic Quiz Coach	300	450	25	6
J.H. Cheerleading	400	700	50	6
Band Front Advisor	400	700	50	6

APPENDIX C

Other Employee Benefits

I. Personal Leave Days

As of the beginning of the 1974-75 school year one (1) personal leave day per year, accumulative to three (3), is provided for all members of the professional staff.

The following guidelines will prevail:

a. Professional staff member will make his request known to the building principal three (3) days in advance of the personal day he is requesting, except in the event of an emergency situation.

b. Request for the day will not be approved the day before vacation periods nor the day following a vacation period except in the event of an emergency situation.

c. A maximum limit of ten percent (10%) of the total staff in a building will be granted on any one day.

II. Reimbursement for Credits Beyond Baccalaureate Degree

Tuition will be reimbursed for credits earned toward permanent certification or the First Master Degree program in the field of certification held by the applicant. All others must have the approval of the Superintendent. Reimbursement will be paid for twelve (12) credits per year with the exception granted to any employee on Sabbatical Leave and attending School on a full time basis, in which case reimbursement will be based on number of credits earned.

The year is defined as September through August. A recipient must be a member of the staff in order to receive reimbursement.

Payment for credits does not increase the base salary of the employee.

For district reimbursement credits must carry at least a "C" grade.

III. Hospitalization, Medical, Surgical, Major Medical

The Clarion Area School District will purchase full coverage (family, husband & wife, or individual) for which the employee qualifies. (Blue Cross, Blue Shield, - $50,000, Major Medical Plan U with emergency room medical care).

The Board reserves the right to reject an application of an employee if the spouse has a similar or better coverage and this program would be a duplication. The employee is responsible to initiate this coverage through the Clarion Area School Board Secretary and will do the same to modify the coverage, when he deems it necessary.

Any change in carrier must be approved by both parties.

IV. Life Insurance

The Clarion Area School Board will purchase Fifteen Thousand Dollars ($15,000) group term life insurance including disability and dismemberment coverage.

V. Tax Sheltered Annuity

The Clarion Area School Board will continue Tax Sheltered Annuity program under existing conditions.

VI. Inservice Days

The Clarion Area School Board will reimburse professional staff members at their respective per diem rate for each in-service day attended, with a minimum of two in-service days per year.

VII. Salary Payments

The Clarion Area School Board will provide for twenty four (24) pay periods. A professional staff member will receive five (5) checks on June 20 unless he or she requests that they be held and mailed on the appropriate date in July and August. The staff member making the request shall furnish four (4) self addressed stamped envelopes.

VIII. Dues Deductions

The Clarion Area School Board agrees to deduct dues from salaries of members of the local association, the Pennsylvania State Education Association and the National Education Association, as said members authorize the Board to deduct and transmit the monies to the treasurer of the Clarion Area Education Association. Deductions shall be made in as nearly equal semi-monthly installments as practicable for nine months commencing in September.

Employees joining after the initial deduction period shall make the lapsed payments to the association treasurer in order to bring the installments up to date.

IX. Equitable Savings

The Clarion Area School Board will continue the Equitable Savings program under existing conditions.

X. Income Protection Insurance (Educators)

The Clarion Area School Board will continue the group Health and Accident Insurance program presently in existence. The employee is responsible to initiate this coverage through the Clarion Area School Board secretary and will authorize the deduction in writing. The same must be done for any modification in the program.

XI. Leave of Absence

A professional employee on an unpaid leave of absence will be responsible for the payment of the premium on all fringe benefits in which he is enrolled.

XII. Use of Teacher Mail Boxes

The Clarion Area School Board agrees to the use of teacher mail boxes for the dissemination of Clarion Area Education Association notices and literature.

XIII. Jury Duty

An employee who serves jury duty or is subpoened as a witness, shall be paid the difference between juror's pay and the employee's daily rate, provided the employee notifies the administration in advance of such service.

XIV. Maintenance of Membership

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection (18) of the Public Employe Relations Act, Act 195, which reads as follows:

> "Maintenance of membership" means that all employees who have joined an employe organization or who join the employe organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employe or employees may resign from such employe organization during a period of fifteen days prior to the expiration of any such agreement.

XV. Dental Insurance

The Clarion Area School District will purchase a Basic Group Family Dental Care program (family, husband & wife, or individual) for which the employee qualifies (Blue Shield).

The board reserves the right to reject an application of an employee if the spouse has a similar or better program and this program would be a duplication. The employee is responsible to initiate this coverage through the Clarion Area School Board secretary and will do the same to modify the coverage, when he or she deems it necessary.

Any change in carrier must be approved by both parties.

XVI. Longevity Increment

The Board will pay a longevity increment of $100.00 per year after a minimum of five (5) years and a maximum of twelve (12) years (1978-79) and thirteen (13) years (1979-80) of service in the district. It will be the responsibility of the employee to submit a letter of resignation on or before August 15, prior to their last year of employment, in order to qualify for the longevity increment. The employee must meet the minimum requirement for retirement.

XVII. Homebound and Summer School Instruction

Professional Staff members employed as Homebound or Summer School Instructors will be paid at their pro rated hourly rate based on a 7 hour workday.

APPENDIX D

Hours of Work and Other Conditions of Employment

I. Elementary teachers are to be in their respective rooms or assigned area forty-five (45) minutes before the tardy bell for pupils. Elementary teachers are to remain in their respective room or assigned area twenty-five (25) minutes after the dismissal bell for pupils except the last school day of the week.

Secondary teachers are to be in their respective rooms or assigned area fifteen (15) minutes before the tardy bell for pupils. Secondary teachers are to remain in their respective room or assigned area ten (10) minutes after the dismissal bell for pupils except the last school day of the week.

Teachers assigned to extra curricular activities immediately following dismissal will be excused from the above requirement to meet with the student group.

II. Teachers meetings are to be held the first school Monday of each school month. Meetings will start ten (10) minutes following the dismissal bell and will not exceed one hour. One coach of the sports in season will be excused.

Special teachers meetings may be called by giving a forty-eight (48) hour notice however such meetings should not exceed two a month. Administrators reserve the right to cancel scheduled meetings.

III. Personal business is not to be conducted during the working day, however, teachers will have a thirty (30) minute duty free lunch period at which time they may leave the school. Teachers will sign out and in at the office. Any lateness will be docked.

APPENDIX E

GRIEVANCE PROCEDURE

I. Definition

A. A "grievance" is a dispute as to the interpretation of this agreement.

B. A "grievant" is an employee who files a grievance.

C. "Day" means calendar day, Saturdays, Sundays and state mandated legal holidays excluded as the last day of the time limit.

D. "Representative" is a person or agent designated to represent either party in the grievance procedure.

E. "Party in interest" is a person, agent or agency with an interest in the grievance.

F. "Class grievance" is a formal grievance by two (2) employees each in a separate building.

G. "Formal Grievance" means that all requests and decisions shall be in writing.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this agreement.

C. Formal grievances shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.

F. A grievant shall be permitted representatives including an Association representative limited to three (3) persons at all levels of the formal procedures, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

G. There shall be one (1) Association designated employee grievance representative in each school building.

H. There shall be no additional evidence submitted during the grievance process, once a formal grievance has been filed.

I. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.

J. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.

K. Class grievances shall be filed at Level III, within ten (10) days of the occurrence.

III. Processing

A. Level I - Informal Grievance

A grievant shall discuss informally with his immediate supervisor any alleged misinterpretation of this agreement, within three (3) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance it to Level II.

B. Level II - Formal Grievances

1. A grievant shall file a formal grievance within seven (7) days of the occurrence, and shall specify the clause of the agreement, the nature of the grievance, the evidence including the date of the alleged violation and the suggested remedy.

2. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his decision within five (5) days after the hearing.

C. Level III - Appeals to the Superintendent

1. Within five (5) days of the decision at Level II, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.

2. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.

3. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his decision.

D. Level IV - Appeal to Board of Education

1. Within five (5) days of the decision at Level III the grievant may request an appeal with the Board of Education. The appeal shall include all materials previously submitted.

2. The Board shall establish a hearing within thirty-one (31) days following such request and shall notify the grievant at least ten (10) days prior to the hearing date.

3. Within five (5) days after the Board decision the President of the Board shall notify all parties in interest of his decision.

E. Level V - Arbitration

1. Within ten (10) days of the decision of the Board the grievant may request arbitration of the grievance by filing notice with the Superintendent.

2. The parties in interest shall request a list of arbitrators from the Bureau of Mediation as stated in Act 195.

3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested, and the process repeated.

4. The arbitrator shall establish rules for the hearing, except as provided herein.

5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.

6. The arbitrator shall have no power to add to, subtract from or alter the language of the agreement. He shall have no power to make an award inconsistent with the law. He shall rule only on the interpretation of the clause of the agreement.

7. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.

8. The costs of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedures.

2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Association will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

GRIEVANCE REPORT

BY THE AGGRIEVED

Aggrieved Person ______________________________

Home Address ______________________________

School ______________ Principal ______________

Years in School System __________ Subject Area or Grade __________

Date of Grievance __________ Date of Formal Presentation __________

Section of Agreement Violated ______________________________

Statement of Grievance:

Solution Suggested:

Signature of Aggrieved ______________________ Date __________

Complete all forms in triplicate. One to be returned to employee.

Effective Date and Signature

This agreement is made and entered into this __________ day of _________________________, 1978, by and between the Clarion Area School District and the Clarion Area Education Association.

By ____________________________________
Clarion Area School Board President

By ____________________________________
Clarion Area Education Association
President